

**Transnet freight rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] NO PTH 52691**

**DESCRIPTION:** PROVISION OF GARDEN SERVICES AND YARD CLEANING  
AT VARIOUS TRANSNET FREIGHT RAIL BUILDINGS  
SITUATED IN NORTH END, DEAL PARTY & SWARTKOPS

**PERIOD:** 24 MONTHS

**LOCATION:** PORT ELIZABETH

**ISSUE DATE:** 06 FEBRUARY 2014

**CLOSING DATE:** 04 MARCH 2014

**CLOSING TIME:** 12:00

## **SCHEDULE OF DOCUMENTS**

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## Section 1

### NOTICE TO BIDDERS

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 10 February 2014 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, 2nd Floor, Room 204, Fleming Street, Port Elizabeth.**

**Arrangements for the collection of the RFQ documents can be made with Me. Babalwa Myozolo on telephone number 041 – 507 2720 or email: Babalwa.myozolo@transnet.net**

**NB: No RFQ documents will be issued after the compulsory information briefing session and site visits.**

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

**A compulsory information briefing session and site visits will be conducted on 18 February 2014. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.** The compulsory information briefing session and site visits will be conducted over a period of + - 4 hours.

**The compulsory information briefing session will start punctually at 09h00 and Respondents must please ensure that they arrive on time to prevent any delays.**

**Details of the compulsory information briefing session & site visits:**

**Date:** 18 February 2014  
**Venue:** Transnet Freight Rail  
Baakens River  
Port Elizabeth  
**Time:** 09h00

**Immediately after the information briefing session, the various buildings/sites will be visited.**

**For directions, Mr. Johan van Zyl may be contacted on cell: 083 286 5390.**

**The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.**

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

**METHOD:** Post and/or courier

**CLOSING VENUE:** **Postal Address:**

Transnet SOC Limited  
PO Box 13213  
Humewood  
Port Elizabeth  
6013

**Physical Address:**

Transnet SOC Limited  
Secretariat of the Acquisition Council Admin Support Office  
Room 213, 2<sup>nd</sup> Floor  
FC Sturrock Building  
Fleming Street  
Port Elizabeth

**NB:** Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>PTH/52691</b>
<b>Description</b>	<b>: Garden Services – North End/Deal Party/Swartkops</b>
<b>Closing date and time</b>	<b>: 21 March 2014 at 12h00</b>
<b>Closing address (refer to abovementioned options)</b>	

## **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. The original signed RFQ will serve as the legal binding document and no copies will be accepted for evaluation purposes.

## **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 valid 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:

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPPFA if the lowest acceptable bid is greater than Thirty Thousand rand (R 30 000.00).
- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ 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:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulator 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:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **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
- c) **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, B-BBEE status level and validity date.

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** 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 clause 0 below 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: **Granville van der Merwe**

Email: **Granville.vandermerwe@transnet.net**

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with The Secretariat of the Acquisition Council, Admin Support Office, Ronelle Blom, on any matter relating to its RFQ response:

Telephone **041 507 2721**

Email [Ronelle.blom@transnet.net](mailto:Ronelle.blom@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 may 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 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.

When 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:

- Phase 1: Administrative & Substantive responsiveness - Completeness of response and returnable documents
- Phase 2: 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

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

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

2 Where:

3  $Ps$  = Score for the Bid under consideration  
 4  $Pt$  = Price of Bid under consideration  
 5  $Pmin$  = Price of lowest acceptable Bid

6

- B-BBEE status of company

7 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 90 [ninety] days from the closing date of this RFQ.

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

### 15 Banking Details

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

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

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

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

<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.

**16 Company Details**

Companies Trading Name \_\_\_\_\_

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

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

Name of respondent \_\_\_\_\_

Physical Address \_\_\_\_\_

Respondents Contact Person: Name \_\_\_\_\_

: Designation \_\_\_\_\_

: Tel No. \_\_\_\_\_

: Mobile No. \_\_\_\_\_

: Fax No. \_\_\_\_\_

: E-Mail \_\_\_\_\_

Service Provider for legal Notices \_\_\_\_\_

Fax No. \_\_\_\_\_

**Disclosure of Prices Quoted**

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

YES ☐ NO ☐

**17 Returnable Documents**

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

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

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ 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 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 (Original or Certified Copy)</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 (Original or Certified Copy)</li> </ul>	
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Scope of Requirements	
SECTION 5 : Certificate of Attendance of RFQ Briefing Session	
SECTION 6 : Attachments	
SECTION 7 : Acknowledgement	
ANNEXURE A : General Tender Conditions (CSS5 – Services)	
ANNEXURE B : E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment	
ANNEXURE C : Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
ANNEXURE D : Supplier Code of Conduct	
ANNEXURE E : RFQ Declaration Form	
ORIGINAL OR CERTIFIED COPY - LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	
ORIGINAL TAX CLEARANCE CERTIFICATE	
REGISTRATION CERTIFICATE – PEST CONTROL OPERATOR (WEED CONTROL) – ISSUED BY THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES	



## 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 or Services to Transnet; 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.

### Price Schedule

(Pages 13 – 14 to be completed)

#### Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- 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.

**Price Schedule**

I/We quote as follows for the service required, on a "delivered nominated destination" basis, excluding VAT:

<b>SCHEDULE OF WORK AND PRICES PROPERTY MAINTENANCE DEPOT, NORTH END</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
Cut and maintain lawn between 15 and 30mm	sqm	700		
Trim edges around perimeter and structures and paths	sum	1		
Weed spray	sum	1		
Clean Yard	sum	1		
Remove rubble	sum	1		
<b>GROSS TOTAL (MUST BE PER CUT/VISIT TO SITE)</b>	R _____			

<b>SCHEDULE OF WORK AND PRICES INFRA SITE DEPOT, NORTH END</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
Cut and maintain lawn between 15 and 30mm	sqm	250		
Cut and maintain overgrowth between 50 and 80mm	sqm	1500		
Trim trees and clean around trees and loosen soil	sum	1		
Trim edges around perimeter and structures and paths	sum	1		
Clean flower beds	sum	1		
Weed spray	sum	1		
Clean Yard	sum	1		
Remove rubble	sum	1		
<b>GROSS TOTAL (MUST BE PER CUT/VISIT TO SITE)</b>	R _____			

<b>SCHEDULE OF WORK AND PRICES FIRE DEPARTMENT, NORTH END</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
Cut and maintain lawn between 15 and 30mm	sqm	750		
Cut and maintain overgrowth between 50 and 80mm	sqm	1,200		
Trim trees and clean around trees and loosen soil	sum	1		
Trim edges around perimeter and structures and paths	sum	1		
Clean flower beds	sum	1		
Weed spray	sum	1		
Clean Yard	sum	1		
Remove rubble	sum	1		
<b>GROSS TOTAL (MUST BE PER CUT/VISIT TO SITE)</b>	R _____			

<b>SCHEDULE OF WORK AND PRICES "TRANSTEL", SWARTKOPS (ONLY ONCE PER MONTH)</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
Cut and maintain lawn between 15 and 30mm	sum	1		
Cut and maintain overgrowth between 50 and 80mm	sum	1		
Trim trees and clean around trees and loosen soil	sum	1		
Trim edges around perimeter and structures and paths	sum	1		
Clean flower beds	sum	1		
Weed spray	sum	1		
Clean Yard	sum	1		
Remove rubble	sum	1		
<b>GROSS TOTAL (MUST BE PER CUT/VISIT TO SITE)</b>	R _____			

<b>SCHEDULE OF WORK AND PRICES CAB/TERMINALS DEPOT, DEAL PARTY</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
Cut and maintain lawn between 15 and 30 mm	sqm	1,600		
Cut and maintain overgrowth between 50 and 80mm	sqm	17,000		
Trim trees and clean around trees and loosen soil	sum	1		
Trim edges around perimeter and structures and paths	sum	1		
Clean flower beds	sum	1		
Weed spray	sum	1		
Clean Yard as per Spec	sum	1		
Clean tarred area once a month	sum	1		
Remove rubble	sum	1		
<b>GROSS TOTAL (MUST BE PER CUT/VISIT TO SITE)</b>	R _____			

**Special Clause re Firm Prices**

Transnet desires a fixed price for the duration of the contract (twenty four (24) months however if the Tenderer is unable to comply with this period an alternative period must be stated. If the alternative period is acceptable to Transnet, any price increases after that period will be negotiated by both parties. The Tenderer must also indicate what indices the price increase will be based on. Should the parties fail to reach an agreement on the price increase, Transnet reserves the right to cancel any item from any resulting contract.

Failure to indicate any alternative period will be interpreted the prices are firm for the duration of the contract and no price increase requests will be entertained.

Price firm for (*state period*) .....

Price increases will be subject to .....

### Section 3

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

**A Supplier 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**]. Transnet does not accept any other conditions which the Supplier 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.

#### 2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier 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 warrants that the Products shall be fit for their purpose and of satisfactory quality.

#### 3 DELIVERY AND TITLE

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

3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier 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 if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.

3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

#### 4 PRICE AND PAYMENT

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

- 4.2 Payment of the Supplier'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, taking into account any deduction or set-off and bank charges.

## **5 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 or any written material provided to Transnet relating to any Products 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 or any application thereof, the Supplier 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 following a design or process originated and furnished by Transnet. The Supplier shall either

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

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

## **6 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier 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 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.

## **7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS**

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

**8 PUBLICITY**

The Supplier 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.

**9 AFTER SALES SERVICE**

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

**10 TERMINATION OF ORDER**

10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier 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 when such work on the Order shall stop.

10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier 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 shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.

10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

**11 ACCESS**

The Supplier 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 employees. The Supplier 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.

**12 WARRANTY**

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products 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 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.

**13 INSOLVENCY**

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

**14 ASSIGNMENT**

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

**15 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.

**16 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 hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier 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 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.

**17 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 5, 6, 7, 8 and 12. 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.

**18 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.

"PREVIEW COPY ONLY"

## Section 4

### SCOPE OF REQUIREMENTS



#### 1. BACKGROUND

Transnet Freight Rail requires the provision of garden services and Yard Cleaning twice per month at their various Transnet Freight Rail buildings situated in North End, Deal Party & Swartkops, Port Elizabeth for a period of 24 months.

#### 2. EXECUTIVE OVERVIEW

Most Transnet Operating Divisions currently procure their product and service requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all the Transnet Operating Divisions in locations as indicated above.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- Transnet must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 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.

### 3. SCOPE OF REQUIREMENTS

#### 3.1 CLEANING AND CLEARING:

The works include the following

- 3.1.1 The length of the lawns shall be cut with a lawn mover to maintain the height of the grass between 15 and 30mm
- 3.1.2 The length of all other overgrowth to be cut with weed eaters to be maintain the height of overgrowth between 50 and 80mm
- 3.1.3 All trees to be trimmed 2m above ground level
- 3.1.4 All trimming around flowerbeds, paths, and edges and around all structures
- 3.1.5 Clean and maintain flowerbeds and loosen soil around trees.
- 3.1.6 Cleaning and removing of litter such as paper and tins etc., in the yard areas as indicated on the site meeting. Tarred areas as per schedule rates must be broomed cleaned once per month and treated for weeds and litter to be picked up same time as the lawn are cut, storm water dish to be cleaned once a month
- 3.1.7 All waste must be removed and dumped at an approved municipal dumpsite.
- 3.1.8 The contract is for 24 months starting 1 April 2014 and end 31 March 2016, and must be done at every 14 calendar days **(but not more than twice a month)**

### 4. WEED SPRAYING:

Alien vegetation or declared/noxious weeds in the area which is required to be maintained by the contractor, shall be treated as normal maintenance and must be removed or treated as follows

- 4.1 By means of Chemical control weed spray around structures and perimeter of fence

### 5. HERBICIDE APPLICATION

The contractor shall at all times adhere to the health and safety regulations as per ACT 85 of 1993

#### 5.1 Compliance with statutes

The contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable Legislation Codes of Practice the Local, Regional or Provincial Authorities, including but not restricted to:

- The Fertilizers, Farm Feeds, Agricultural Remedies and Stocks remedies Act (Act 36 of 1947) as amended.
- The Hazardous substance Act (Act 15 of 1973).
- The Environmental Conservation Act (Act 73 of 1989).
- Any other relevant legislation.

- 5.2 The contractor or his representative shall be a **REGISTERED PEST CONTROL OPERATOR**, specializing in the field of weed control and be registered in the terms of, The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

- 5.3 If the tenderers wish to change the methods in the spec, the tenderer shall submit alternatives methods of weed control as well as materials (see 4.4) and method, which the contractor propose to use, to the Transnet freight rail Project Manager in charge of the contract.

- 5.4 Tenders must supply a list of registered products, which they intend using, supported by specimen labels, indicating:

Trade Name

- Generic Name
- Registration Number
- Ingredients (type and content) as shown on label
- Application Rates

- A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his representative is a registered pest control operator in terms of Act 36 of 1947

5.5 Approval for the use of other herbicides must first be obtained in writing from a qualified Transnet freight rail representative.

5.6 The contractor shall be held responsible for any damage to Transnet and adjoining property caused by his actions.

5.7 The Project Manager may, at any time after the first inspections, order the contractor to carry out remedial actions within 3 (Three) months, failing which the Project Manager may arrange for such action to be carried out by others at the cost of the contractor.

**NB!!!! Under no circumstances may any herbicide with the active ingredients, "PARAQUANT", be used.**

## **6. INCOMPETENT EMPLOYEES**

**6.1 Any person employed by the contractor on the Works, who is, in the opinion of the Project Manager, incompetent, or who may act in such an improper manner, may be discharge from the works by the Project Manager. Such a person shall not again be employed on the works without the permission of the Junior Manager.**

## **7. DRAWINGS:**

No Drawings available Sites to be pointed out at site meeting.

## **8. RISK ASESMENT:**

- 8.1 Employees of contractor to wear safety vest at all times on the site
- 8.2 Employees of contractor to wear safety foot protection on the site
- 8.3 Employees of contractor to wear eye and ear protection when working with weed cutters and chain saws
- 8.4 No open fires is allowed on the site

## **SAFETY INSTRUCTIONS WHEN USING LAWN MOWING EQUIPMENT - PETROL DRIVEN OR ELECTRICAL LAWNMOWERS**

1. See General Instructions.
2. Use with grass catcher when equipped.
3. To prevent unintentional starting when working on the equipment, always disconnect the spark plug wire first or disconnect from power supply.
4. Make sure that body parts and clothing are away from movable parts when starting the machine.
5. Never attempt to start with the drive engaged. Make certain it is shifted into neutral and that the brakes are set.
6. Always ensure that all the moving parts are stationary before attempting any form of adjustment or repair.
7. Never attempt to free jammed cutters or any moving parts while the unit is operating. Stop the engine and disconnect the spark plug wire first or disconnect from the power supply.
8. Watch out for and avoid, steep inclines that could cause the

machine to tip over.

9. Remove sticks, stones, metal objects, pieces of wire, etc., from the grass before mowing.
10. Wear safety boots. DO NOT mow the grass barefooted.
11. Before removing the grass from the blades, stop the engine and remove the spark plug connection or disconnect from the power supply.
12. Do not mow steep inclines, without the necessary safety precautions.
13. The blades must be firmly tightened.
14. Do not leave the mower unattended whilst the motor is running.

#### **EDGE CUTTERS**

1. Wear appropriate Personal Protective Equipment.
2. Do not use the machine in wet or damp conditions or when it is raining.
3. Be careful when lifting and holding the machine. DO NOT hold onto the safety screen.
4. When cleaning the machine, do not submerge it into water or hold it under running water.
5. Keep away from spinning head when machine is in use.
6. Do not over reach. Keep your balance at all times.
7. Always cut to the left-hand side of the machine. This ensures that cuttings are flung away from the operator.
8. Examine the area to be cut and remove all objects that could become entangled in the cutting head. Also remove all objects that could be flung out when the machine is in operation.
9. When the machine is not in use, store under roof in a dry lockable enclosure out of reach of unauthorized persons.
10. Never force the edge cutter. It will work better and safer at the speed for which it is designed. Should the motor begin to slow down, withdraw the machine for repairs.
11. Do not use the edge trimmer as a hedge trimmer.
12. Use only an approved electrical extension cord suitable for open air to prevent the danger of electric shock.
13. Avoid unintentional switching on of edge trimmer. Never carry a plugged in machine with your fingers on the start switch.
14. Do not abuse the electrical extension cord. Do not carry the machine by the cord.
15. Do not tug on the cord to remove it from the power socket outlet.
16. Keep the cord away from heat, oil and sharp edges.
17. Avoid joints in electrical cord and if necessary it must be done by qualified person

#### **9. GENERAL:**

- 9.1 Containers and residual material will not be disposed of on Transnet property or as part of Transnet fuse but at a legal municipal dumpsite.
- 9.2 The site plan to be used is a sketch plan and is not to scale.
- 9.3 All quantities and measurements to be check on site by tenderer
- 9.4 After every cut and cleaning the appointed champion of each depot must sign the invoice that the works was satisfactory completed and done as per specification.

**Section 5**  
**CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION**

It is hereby certified that -

1. ....

2. ....

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

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on .....2014.

.....  
TRANSNET'S REPRESENTATIVE

DATE .....

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

**Section 6**  
**ATTACHMENTS**

**ANNEXURE A**

**GENERAL TENDER CONDITIONS – SERVICES**  
Refer Form CSS5 attached hereto.

**ANNEXURE B**

**SPECIFICATION FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY  
LINES AND NEAR HIGH VOLTAGE EQUIPMENT**  
Refer Form E7/1 attached hereto.

**ANNEXURE C**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
WITH THE OCCUPATIONAL HEALTH AND SAFETY  
ACT; ACT 85 OF 1993 AND REGULATIONS**  
Refer Form Safety Arrangements attached hereto.

**ANNEXURE D**

**SUPPLIER CODE OF CONDUCT**  
Refer Form attached hereto

**ANNEXURE E**

**RFQ DECLARATION FORM**  
Refer Form attached hereto. (Compulsory)

**Section 7****ACKNOWLEDGEMENT**

**By signing this RFQ document, 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 SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

.....  
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

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

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

REGISTERED NAME OF COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

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

**Respondent's contact person:** *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS : 0800 003 056**