



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 52688

DESCRIPTION: PROVISION OF GRASS CUTTING & YARD CLEANING TO
VARIOUS TRANSNET HIGH SITES SITUATED IN REMOTE
AREAS

PERIOD: 24 MONTHS

LOCATION: BETWEEN EAST LONDON-SPRINGFONTEIN-NOUPOORT

ISSUE DATE: 28 January 2014

CLOSING DATE: 25 February 2014

CLOSING TIME: 12:00

"PREVIEW COPY ONLY"



SCHEDULE OF DOCUMENTS

SECTION 1	:	NOTICE TO BIDDERS	PAGE 3 - 11
SECTION 2	:	QUOTATION FORM	PAGE 12 - 14
SECTION 3	:	STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET	PAGE 15 - 19
SECTION 4	:	SCOPE OF REQUIREMENTS	PAGES 20 - 21
SECTION 5	:	CERTIFICATE OF ATTENDANCE	PAGE 22
SECTION 6	:	ATTACHMENTS	PAGE 23
SECTION 7	:	ACKNOWLEDGEMENT	PAGE 24

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 03 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.

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

A compulsory information briefing session will be conducted on 11 February 2014. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.

The compulsory information briefing session will be conducted over a period of + - 1 hour.

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:

Date: 11 February 2014
**Venue: Transnet Freight Rail
Infra Building (Boardroom),
1A Cambridge Street
East London**
Time: 09h00

Note: The different high sites will not be visited and only an information briefing session will be conducted

For directions, Mr. Johan Myburgh may be contacted on cell: 083 417 3933.

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, 2nd Floor
 FC Sturrock Building
 Fleming Street
 Port Elizabeth
 6001

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

RFQ No : PTH/52688
Description : Grass Cutting High Sites
Closing date and time : 25 February 2014 at 12h00
Closing address (refer to above mentioned options)

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.

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.

1.1 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:

- Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- 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:

- Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- 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
- 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]

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**

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.

VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable]*.

Legal Compliance

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

Changes to Quotations

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

Pricing

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

Prices Subject to Confirmation

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

Negotiations

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

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.

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 / services 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.

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 discounts¹ will be critical

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

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

3 Where:

4 Ps = Score for the Bid under consideration

5 Pt = Price of Bid under consideration

6 $Pmin$ = Price of lowest acceptable Bid

7

- B-BBEE status of company

8 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

Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

¹ 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.

Banking Details

BANK: _____
BRANCH NAME / CODE: _____
ACCOUNT HOLDER: _____
ACCOUNT NUMBER: _____

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

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:

Respondent's Signature

Date & Company Stamp

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders ----- - 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)	
- 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)	
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 OF THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	
ORIGINAL TAX CLEARANCE CERTIFICATE	
CERTIFIED COPY OF REGISTRATION CERTIFICATE – PEST CONTROL OPERATOR (WEED CONTROL) – ISSUED BY THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES	

Respondents to complete this section:

NAME OF RESPONDENT	
PHYSICAL ADDRESS	
.....	
Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Fax.....
	Email.....
	website.....

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Respondent's Signature

Date & Company Stamp

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:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.
- c) 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:

GRASS CUTTING & YARD CLEANING TO HIGH SITES				
DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT
Lonetree	Per Service	8		
Dohne Peak	Per Service	8		
Hobbs Hill	Per Service	8		
Madeira	Per Service	8		
Sterkstroom yard and tower	Per Service	8		
Lopersberg	Per Service	8		
Stormberg	Per Service	8		
Lushof	Per Service	8		
Lower Adamson	Per Service	8		
Wolwekop	Per Service	8		
Bethulie Comm Building	Per Service	8		
Bethulie High Site	Per Service	8		
Signal Hill	Per Service	8		
Driekuif	Per Service	8		
Oranjekrag	Per Service	8		
Colesberg LS	Per Service	8		
Platberg	Per Service	8		
Wildfontein	Per Service	8		
Windy Ridge	Per Service	8		
Essex (MTN Site)	Per Service	8		

Respondent's Signature

Date & Company Stamp

GRASS CUTTING & YARD CLEANING TO HIGH SITES				
Chiselhurst Relay Room	Per Service	8		
Arnoldton Relay Room	Per Service	8		
Mount Ruth Relay Room	Per Service	8		
Fort Jackson Relay Room	Per Service	8		
Berlin Relay Room	Per Service	8		
Additional Expenses to perform Service to all above High Sites Quarterly. (For example accommodation, travelling, etc.)	Per Service	8		
Gross Total (All above)	_____ (Excluding VAT)			

Note: Above High Sites will not be visited and respondents must quote as per scope of requirements (Section 4).

Special Clause on 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-authorized 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 the 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 on 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



SCOPE OF REQUIREMENTS

Scope of work:

To provide a grass cutting service and yard cleaning as well as weed spraying to Transnet Radio High Sites every 3rd month (4 times per year) as per required specification below. P.C.O. registration will be required and is essential for this type of work

Site location

The sites are situated in various remote areas around Cathcart, Stutterheim, Sterkstroom, Molteno, Burgersdorp, Springfontein, Colesberg and East London. Also refer to site information as per below specification

General:

Containers and residual material will not be disposed of on Transnet property or as part of Transnet refuse but at a legal municipal dumpsite.

The successful contractor shall supply a carbon copy book which must be signed by an appointed Transnet official after each cut and this must be attached to the invoice.

Duration:

Notwithstanding the date on which the agreement is signed the contact will remain valid for a period of 24 months.

The grass cutting and yard cleaning will take place quarterly with only 4 services to the sites per year.

Risk Assessment

- It is the contractor responsibility to supply all Safety and Uniform clothing or equipment
 - Employees of contractor to wear safety vest and or any safety clothing as required by the depots at all times
 - Employees of contractor to wear safety protection when cleaning windows of buildings higher than a single storey
 - Employees of contractor to inspect their electrical equipment on a regular base and to record their equipment as required by law.
 - Employees of contractor must wear safety protection when working with chemicals as per manufactures instructions
- Contractor employees must undergo a safety induction course that will be given by Transnet Freight rail

PARTICULAR SPECIFICATION

SPECIFICATION	Requirements inside site perimeter fence (Yard)			Requirements outside site perimeter fence		DETAIL	LOCATION	Total area per site
	Area m²	Weed & Spray	Grass Cut & Spray	Area m²	Grass Cut			
Lonetree				700	X	Cut parking area (10x10) and access rd (3x200)	5km Past Fort Jackson on Back Rd	700
Dohne Peak	1635		X	202	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Stutterheim area off the N6 north	1837
Hobbs Hill	910		X	151	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Cathcart area off the N6 north	1061
Madeira	1254		X	205	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Queenstown area off the N6 north	1459
Sterkstroom yard and tower	444		X	80	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Sterkstroom near station	524
Lopersberg	904		X	148	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Molteno area 8km on road to Dordrecht	1052
Stormberg	596		X	145	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	49 km from Burgersdorp on divisional gravel road	741
Lushof	36	X		18	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	38km from Burgersdorp on Stormberg divisional rd	54
Lower Adamson	36	X		18	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	21km from Burgersdorp on Stormberg divisional rd	54
Wolwekop	819		X	143	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	10km outside Burgersdorp on the Venterstad road	962
Bethulie Comm Building	310	X		60	X	Gravel stone yard cover - clear weeds and spray.	Bethulie area	390
Bethulie High Site	942		X	155	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	2,5km from R390 turn-off	1097
Signal Hill	2090		X	182	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	Springfontein area	2272
Driekuil	41	X		88	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	28 km from Springfontein	129
Oranjekrag	387		X	178	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	51 km from Springfontein	1565
Colesberg LS	30	X		55	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	Colesberg Stn	85
Platberg	1453		X	182	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	5km South of Colesberg on N1	1635
Wolfontein	1133		X	162	X	Cut 1m strip along outside of perimeter fence and 25 sqm (5x5) in front of site entrance	43 km from Colesberg on N9	1295
Windy Ridge	540		X	72	X	Cut 1m strip along (47m) outside of perimeter fence and 25 sqm in front of site entrance - NO SPRAY AT SITE	14 km from Stutterheim on R30	612
Essex (MTN Site)				600	X	Access rd (200m) to be cut	Near N6 / R61 Bridge	600
Chiselhurst Relay Room	300	X		84	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	Chiselhurst station	384
Arnoldton Relay Room	180	X		64	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	Arnoldton station	244
Mount Ruth Relay Room	240	X		65	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	Mount Ruth station	305
Fort Jackson Relay Room	347	X		82	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	Fort Jackson station	429
Berlin Relay Room	60	X		82	X	Gravel stone yard cover - clear weeds and spray. Cut 1m strip around outside of perimeter fence.	Berlin Relay station	142

Respondent's Signature

Date & Company Stamp

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 on2014.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

"PREVIEW COPY ONLY"

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)

"PREVIEW COPY ONLY"

**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**