



Request for Quotation

GRASS CUTTING

RFQ Number: PAB/RFQ-07/2021

Date Issued:	07 September 2021
Closing Date:	30 September 2021
Closing Time:	10:00 AM
Deliver Sealed Tenders to:	<i>Procurement Team Onsite Pablo K Trading Pty Ltd Mpumalanga South Africa Website www.pablok.co.za</i>

Confidential

All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFQ only.

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PART "A"

INSTRUCTIONS TO TENDERERS

If you are prepared to comply with the conditions herein, you are invited to submit a tender for the following:

GRASS CUTTING AT KRIEL POWER STATION

1 BACKGROUND

- 1.1 Pablo K Trading requires, in the normal course of its business, the services of a third party or parties to provide a service to Pablo K Trading in accordance with the requirements set out in the Scope of Work attached hereto and marked as Part "B".
- 1.2 Interested Tenderers should carefully examine this Request for Quotation, the Scope of Work, and other requirements as defined and which may arise, before submission of a tender.

2 COMMUNICATION

Enquiries may be directed in writing (e-mail) to:

Contact	Email Address
Procurement	info@pablok.co.za

3 ACCEPTANCE OF TENDER

- 3.1 Pablo K Trading may at its sole discretion, accept or reject any Tender without furnishing reasons.
- 3.2 Pablo K Trading does not bind itself to accept any Tender and reserves the right to accept a tender wholly or in part.
- 3.3 Pablo K Trading may request any additional information from any Tenderer.
- 3.4 Tenders submitted will remain open for acceptance until 28 August 2021, during which time the Tenderer agrees not to withdraw same or impair or derogate from its effects.
- 3.5 Tenders will not be opened publicly.
- 3.6 To assist in the examination, evaluation, and comparison of Tenders, Pablo K Trading may, at the Pablo K Trading's discretion, request any Tenderer for clarification of the Tenderer's Tender.
- 3.7 Pablo K Trading or its representatives may carry out site inspections at the Tenderer's premises to verify the capacity of the Tenderer to execute the Service according to the Scope of Work. Furthermore, equipment of short listed companies may be inspected as part of the adjudication process.

4 DISCREPANCIES

- 4.1 The Tenderer shall check the page numbers of the enquiry before submission of his/her Tender to ensure its completeness. Should any page be found to be missing or figures or writing be indistinct or any obscurity or doubt arise as to the meaning of any description or particulars of any item or if the enquiry contains any discrepancies or obvious errors, then the Tenderer shall immediately inform the contact person, as indicated in clause 2 of this Part A above, in writing and have the problem rectified or explained as the case may be. No claims whatsoever shall be considered for faults in the Tender or its commercial terms resulting from the above-mentioned discrepancies.

5 DURATION OF CONTRACT

Contract period: 6 Months

Commencement date: 01 November 2021

If during the currency of the Contract, the operation cease, curtailed or Eskom Holdings has cancelled or amended its supply agreement with Pablo K Trading shall be entitled to terminate or amend the Contract by giving thirty (30) days written notice (or such other period as may be mutually agreed) to such effect to the Contractor without payment to the Contractor of any damages whatsoever including, without limitation, consequential damages, loss of business and/or profits resulting from such termination.

NON COMPLIANCE TO THE PABLO K TRADING CONTRACTOR'S PACK CAN ALSO LEAD TO THE CONTRACT BEING TERMINATED AS STIPULATED IN THE STANDARD OPERATING PROCEDURE.

6 COMMERCIAL TERMS

The prices payable by Pablo K Trading to the successful Tenderer for punctual and satisfactory performance of the Service in accordance with the Scope of Work as set out in Part "B" must be set out in the manner described in the Commercial Terms in Part "C".

7 VALUE ADDED TAX

Fees for the rendering of the Services must be exclusive of Value Added Tax (VAT). However, the total monetary value of the VAT (if applicable) must be shown separately.

Original tax invoices submitted to Pablo K Trading for payment in respect of the Service rendered shall indicate the VAT separately (if applicable) and include the successful Tenderer's VAT registration number.

Pablo K Trading shall make applicable VAT payments (if applicable) to the successful Tenderer simultaneously with the payment for the Services.

8 **METHOD AND TIMING OF PAYMENT**

Payment shall only be affected by means of electronic fund transfer and no payments by cheque or cash shall be made. Banking details must be shown on all tax invoices which must comply with the provisions of the Value-Added Tax Act, 1991. Our payment terms are strictly 30 days from statement date. This means that your month end customer statement and related invoices must be emailed to info@pablok.co.za within 2 days of the end of the calendar month concerned.

Final payment will only be completed once exit medicals have been completed.

9 **SUBMISSION OF TENDERS**

Tenders completed in duplicate, shall be submitted in sealed envelopes addressed, marked and delivered as follows:

PABLO K TRADING PTY LTD
GRASS CUTTING AT KRIEL POWER STATION
RFQ No.PAB/RFQ-07/2021
Party/ies Name... ..
Contact No.....
Email Address.....

Tenders must be handed to the Procurement Team onsite no later than 10:00AM on 29 August 2021. Tenders should be send to tenders@pablok.co.za, No hand delivery.

NOTE:

1. Late Tenders will be rejected.
2. Incomplete Tenders will be rejected.
3. Tenders addressed and sent contrary to the above will not be considered.

The onus will be on the Tenderer to ensure that his Tender is correctly marked, addressed and delivered by hand or post so as to reach the above address prior to the closing date and time.

An authorized representative of the Tenderer shall sign the Tender and a certified copy of the relevant authorizing resolution shall be attached to the Tender.

10 **GENERAL**

Tenderers shall prepare and submit Tenders at their own expense, including the making of any presentation (if applicable).

The Tenderer shall declare any business or other interest it has with a Pablo K Trading or mine employee. Tenderers should not assume that Pablo K Trading has any prior knowledge of the Tenderer. In evaluating submissions Pablo K Trading will only consider information provided in response to the Tender.

The conditions of the Tender are binding to all Tenderers who submit a tender for the provision of the services.

11 **TENDERING TIME LINE**

Activity	Time Line
Invitation to Tender	21 August 2021
Tender Closing Date	29 August 2021
Closing Time	10:00AM Sharp

12 **PREFERENTIAL PROCUREMENT PRINCIPLES AND EVALUATION CRITERIA**

Pablo K Trading recognizes the need to participate meaningfully in the socio-economic transformation of South Africa. Whilst Pablo K Trading aims to support the country's socio-economic changes, it remains focused on achieving its business goals and hence the commercial terms of the Tender will be used to select qualifying Tenderers.

With the issuing of this Request for Quotation, Pablo K Trading has committed itself to create a transparent business environment that focuses on making supply opportunities available to black economic empowerment companies (BEE) with proven capacity, embraces the principles of compliance to the terms of this enquiry and preference for BEE when selecting the successful Tenderer/s.

Only BEE owned (50%+1) will be considered and will be evaluated in terms of:

- Locally owned and registered enterprises within the Emalahleni Local Municipality
- Black Ownership (>50%)
- Designated groups
- Black Woman Ownership (>30%)
- Annual turnover (Qualifying Small Enterprise and Exempted Micro Enterprise)
- Financial Viability
- Technical Ability (Equipment and Site Inspection)

Scorecard Rating

- **Ensure proof of residence is supplied with your tender.**

	Points
Locally owned and registered enterprises within the Emalahleni Local Municipality And Proof of Local Residence from Local Municipality	20
Black Woman Ownership / Designated Groups - Youth & Disabled (>30%)	20
Black Ownership (>50%)	20
Annual turnover (Qualifying Small Enterprise and Exempted Micro Enterprise)	20
References	20

13 **SOCIAL RESPONSIBILITY**

Pablo K Trading wishes to work with Tenderers who embrace the principle of Social Responsibility and demonstrate Corporate Social Responsibility by taking account of economic, social and environmental factors. These programmes will be within the Emalahleni Local Municipality and must be presented and reported to the Logistics & Procurement Teams on an annual basis.

14 INSURANCE AND INDEMNITY

For the duration of the Agreement/ Order/Contract, the Agreement Order/Contract shall indemnify Pablo K Trading and keep the Tenderer indemnified against the following risks to be covered by insurance taken out and maintained for the duration of the Agreement Order/Contract by Tenderer at his own cost:

- all necessary insurance in respect of its employees in terms of the prevailing legislation, including, without limitation, workman's compensation insurance, as required in terms of the provisions of COIDA;
- appropriate and adequate public liability insurance (minimum of R5,000,000.00), which insurance shall include cover for occurrences on the Property arising out of the Agreement Order/Contract and its employees', sub-contractor or other representatives' acts or omissions and the provision of the services; and
- appropriate and adequate insurance cover in respect of Tenderer's equipment.

15 SAFETY REQUIREMENTS

- The Tenderer shall be responsible for working within the requirements of the Minerals and Petroleum Resources Development Act of 2002 as amended, the Mine Health and Safety Act No. 29 of 1996, the Mine Standard Procedures, Mine Code of Practices, Safety Rules and Specifications, Basic Conditions of Employment and any other applicable legislation. All loss control, code of practices and safety standards shall be strictly adhered to. The Tenderer's equipment used by them shall be subject to the standards set by Pablo K Trading and thereby subject to inspection and acceptance by Pablo K Trading at all times during the currency of the Agreement/ Order/ Contract
- Compliance with the above will not in any way relieve or limit the Tenderer's responsibility or liability in terms of the Agreement Order/Contract or in law.
- All the Tenderer's employees shall, at his cost to undertake pre-employment medical examinations in accordance with the relevant legislation including the Mine Health and Safety Act (as amended), such employees which shall also be required to be re-examined medically following the return from annual leave taken by such an employee as well when the need for termination of employment arises, the Tenderer and his employees, must arrange for exit medical examinations to be held before, or as soon as possible after termination of employment. Final payment may be withheld if exit medical exits have not been done. Any sub-contractor or employees found without medical certificates and clearance to provide the service required in a specific area shall immediately be withdrawn from the site.
- The Tenderer's site employees shall attend an induction/training course presented by Pablo K Trading or other Parties at regular intervals as requested by Pablo K Trading for the Agreement Order's cost and expense. No Tenderer will be allowed to work at any mine site unless the induction programme has been completed.
- HIRA requirements will apply.
- Comply with Code of Practice Agreement/Orders/Contracts Pack Compliance HCI-SP-005REV 02 (attached annexure) within fourteen (14) days from awarding from any

Agreement/Order/Contract. Should this not be the case the Agreement/ Order/Contract may be cancelled and awarded to another Tenderer.

16 SUB-CONTRACTING

No sub-contracting will be allowed.

17 GOVERNING LAW

Law governing the Agreement /Order/Contract shall be the laws of the Republic of South Africa.

18 CHECKLIST, FORMS & APPENDIXES TO BE SUBMITTED WITH PROPOSAL (PLEASE TICK IF APPROPRIATE DOCUMENTS HAVE BEEN SUPPLIED)

The following documents must be submitted with the Proposal.
Incomplete Proposals will be rejected.

DOCUMENT	YES	NO
Annexure A - Questionnaire ;		
Enterprise profile;		
Covering letter from the Party/ies on an official letterhead and signed by an authorizing representative;		
Resolution from Board of Directors, where applicable, duly authorizing the representative to enter into any contractual obligations on their behalf;		
Enterprise Registration Certificate, including Holding Company Information;		
Enterprise Share Holders Certificates;		
Certified ID copies of all the directors/owners/members of the enterprise;		
Cancelled Cheque / Letter from Bank Confirming Account;		
Workmen's Compensation Certificate - Valid Letter of Good Standing;		
Proof of Registration with UIF;		
Statement as proof of payment of municipal services for enterprise premises;		
Proof of residence of all directors/owners/members/employees of the enterprise, obtainable from local municipality or tribal authority;		
Valid Tax Clearance Certificate;		
VAT Registration Certificate (State if not registered for Vat);		
A valid B-BBEE certificate;		
Proof of legal liability insurance (R5,000,000.00);		
One set of the most recent audited financial statements for companies or financial statements signed by the accounting officer for close corporations;		
Proof of registered business address from local municipality.		

If the Proposal does not comply with all or any of the above, kindly describe or demonstrate how the above requirements will be met.

NAME & SURNAME: _____

AUTHORIZED SIGNATORY: _____

DESIGNATION: _____

CONTACT NO: _____

EMAIL ADDRESS: _____

DATE: _____

PART "B"

SCOPE OF WORK

1. Description of Work

- PABLO K TRADING has the requirement to install a perimeter barrier and gate at Pablo K Trading Coal Mine and the project shall be carried out as per scope of work, specification of the material and general contract conditions.
- The contractor shall provide all labour, fencing material, tools, equipment, supervision and other related items required to complete the project as per scope of work and specifications.
- This project requires an experienced contractor to execute the job.
- Contractors are advised to visit the site to verify the existing site conditions before quoting.

2. Scope of Work

- Kindly see below detailed table;

1	Work to be done (should it be required to cut grass, reeds or trees)	Cut frequency (raining season)	Unit of measure	Units
	Office area, Office, AWR pump house, workshop and pipe lines, 46,215m ²	Monthly	EA	7
2	AWR dams area, 29,850m ²	Monthly	EA	7
3	AWR pile lines from AWR pump house to mine workshop — including uprooting of trees under AWR lines (tar road & gravel road); 11,700m ²	BI-Monthly (every 2" Month)	EA	3
4	AWR pipe line from mine workshop (tar road & gravel road) to 18 A & B Ash conveyors (Sump A area), 4,910m ²	Bi-Monthly (every 2" Month)	EA	3
5	Around Plant area, 21,645m ²	Monthly	EA	7
6	All around the Ash dam road and solution trenches, 412,000m ² (Minimum 15 grass cutters)	Bi-Monthly (every 2"d Month)	EA	3
7	18A & B ash conveyor belts 4,000m ² (2 meters both sides of the conveyor structure and cut grass to be raked and removed)	3rd Monthly	EA	4
8	Piezometer lines x 18, 5,940m ²	BI-Monthly (every 2nd Month)	EA	4
9	Overhead power lines, Ash Dam office to Ducks pond (cutting of grass and trees), 13,500m ²	3rd d	EA	3
10	Overhead power lines) — From Eastern Wing Dam office to Cut 1 & 2 (cutting of grass and trees, 8,000m ²	3rd Month	EA	3
11	Cut 1, Cut 2 and Ducks pond areas, 5130 m ²	Bi-Monthly (every 2" Month)	EA	4
12	Slurry Plant areas, 2600 m ²	Bi-Monthly (every 2nd Month)	EA	4
13	CSY office area, 1200 m ²	Monthly	EA	7
14	CSY container area, 750 m ²	Monthly	EA	7
15.	CSY ramp areas, 1300 m ²	Monthly	EA	7
16	CSY next to YP parking areas, 250 m ²	Monthly	EA	7
17	Slurry Plant areas, 91100 m ²	Bi-Monthly (every 2nd Month)	EA	3

PART "C"

COMMERCIAL TERMS

- Rates shall be exclusive of VAT.
- Rates shall not be subject to any escalation.
- The Tenderer shall on a best time - best price basis. This shall make allowances for all public holidays and non-working times as well as for normal rainfall.
- The Tendered rates must include all costs for, equipment, resources, supervision and travelling.

RATE SCHEDULE

Item No	Description	Rand Ex Vat
Item 1.0	Summary of Rates - Material	R
Item 1.1	Summary of Rates - Labour	R
Item 2.0	Safety Compliance (once off)	R
Item 3.0	Any Other Cost to Be specified	R
		R
		R

Tenderer must specify lead time to complete the work:

Description	Weeks
Lead Time to Complete Work	

Our payment terms are strictly 30 days from statement date. This means that your month end customer statement and related invoices must be emailed to info@pablok.co.za within 2 days of the end of the calendar month concerned.

Final payment will only be completed once exit medicals have been completed.

NAME OF TENDERER: _____

AUTHORIZED SIGNATORY: _____

DESIGNATION: _____

DATE: _____

ANNEXURE A – QUESTIONNAIRE

The following information is required and must be completed in full:

1. ENTERPRISE DETAILS:

Registered Name:							
Trading Name:							
Full Previous Name If Applicable:							
Web Site Address (if available)							
Registered Email Address (if available)							
Kindly Indicate (Mark with X) One Of The Following As Being Representative Of Your Enterprise							
Enterprise Type :	Pty (Ltd)	Public Enterprise		Sole Owner		Trust	
	Close Corporation	Other					
Enterprise Registration No			VAT Registration No				
Physical Address :							
Postal Address :							
List The Shareholders/Directors/Members/Owners Of Your Enterprise							
Full Names & Surname	Identity No	Race	Disability (Y/N)	Gender	% Share	Cell Phone No	Title Position

Your Enterprise's Annual Turnover (Indicate with X)		
Less than R10 Million	Between R 10 Million and R 50 Million	Above R 50 Million

2. PAYMENT DETAILS:

Bank Name :		Branch Name :	
Account No :		Branch No :	
Account Holder Name:		Type Of Account	
Remittance Advice to be send to :	E-Mail :		
	Fax No :		

3. REFERENCES:

A list of references must be supplied for current and or completed contracts (not more than three years) similar in scope and nature of work as covered by this tender.

Client	Contract Duration Period	Contract Value	Contact Person	Telephone No.

4. TENDERER MUST PROVIDE NATIONALITY OF COMPANY EMPLOYEES:

Country	African	Coloured	Indian	White	Other
South Africa					
Angola					
Zimbabwe					
Swaziland					
Botswana					
Lesotho					
Mozambique					
Other					
Total					

5. TENDERER MUST PROVIDE SENDING AREA (dom cilium citandi et executandi) AND DETAILS OF COMPANY EMPLOYEES:

[illegible]

I/we the undersigned, who warrant that he/she is duly authorised to do so on behalf of the firm certifies that the furnished is true and correct.

TENDERER	
SIGNED	
NAME	
DATE	

