

**FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR QUOTATION [RFQ]**

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT FOR A PERIOD OF TWO YEARS**

**RFQ NUMBER** FRACS3380-19667  
**ISSUE DATE:** 13 OCTOBER 2015  
**CLOSING DATE:** 27 OCTOBER 2015  
**CLOSING TIME:** 10:00  
**BID VALIDITY PERIOD:** 29 JANUARY 2015

**"PREVIEW COPY ONLY"**

## SCHEDULE OF BID DOCUMENTS

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**RFQ ANNEXURES:**

N/A

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT FOR A PERIOD OF TWO YEARS**

**Section 1: NOTICE TO BIDDERS**

**1 INVITATION TO BID**

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

<b>DESCRIPTION</b>	For the chemical control of vegetation in the yards by means of herbicides on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer, Koedoespoort for a period of two years [the <b>Services</b> ]
	<b>This RFQ is issued free of charge.</b>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	The office of the Transnet Freight Rail Advice Centre Inyanda House 1 Ground Floor 21 Wellington road Parktown Johannesburg
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Between 09:00 and 15:00 from <b>13 October 2015 until 19 October 2015</b>
<b>COMPULSORY/NON COMPULSORY BRIEFING SESSION</b>	Yes Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<b>10:00 on Tuesday 27 October 2015</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>29 January 2016</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

**2 FORMAL BRIEFING**

**A compulsory pre-quotation RFQ briefing will be conducted at Transnet Freight Rail; at 10h00 on the 20 October 2015, 3<sup>rd</sup> Floor Jacaranda Boardroom Room, Nzasm Building, cnr no.6 Minnaar and Paul Kruger Street, Pretoria Central**

[Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

2.1 *A Certificate of Attendance in the form set out in **Section 8** hereto must be completed and submitted with your Quotation as proof of attendance.*

- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- 2.3 Respondents without a valid RFQ document but their company names appear on the tender collection list will be allowed to attend the meeting and it is entirely depended on them to obtain a valid RFQ document.

### 3 QUOTATION SUBMISSION

Quotations must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council  
 RFQ No: **ERACES3380-19667**  
 Description: **For the chemical control of vegetation in the yards by means of herbicides on Transnet Freight Rail property in the geographical area controlled by the Infrastructure Depot Engineer, Medoespoort for a period of two years**

Closing date and time: **27 October 2015**  
 Closing address: *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

### 4 DELIVERY INSTRUCTIONS FOR RFQ

#### 4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the Transnet tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington road, Parktown, Johannesburg, and must be addressed as follows:

THE SECRETARIAT  
 TRANSNET ACQUISITION COUNCIL  
 GROUND FLOOR  
 TENDER BOX  
 INYANDA HOUSE 1  
 21 WELLINGTON ROAD  
 PARKTOWN  
 JOHANNESBURG  
 2001

a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

#### 4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT  
 TRANSNET ACQUISITION COUNCIL  
 INYANDA HOUSE 1

21 WELLINGTON ROAD  
 PARKTOWN  
 JOHANNESBURG  
 2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

## 5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

**The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the 90/10 system shall be applicable.**

Respondents are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

### 5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

### 5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are

Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended sub-Contractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 7 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-Respondent/s.

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to **Edwin Senne** before **12:00, 3 days prior to closing date**, substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 544 9486, email [prudence.stabane@transnet.net](mailto:prudence.stabane@transnet.net) on any matter relating to its RFQ Quotation.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## 7 CONFIDENTIALITY

- 7.1 All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from

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<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

provision of the Services , which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

## 8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFQ albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 8.5 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

## 9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of Quotations. In particular, please note that Transnet reserves the right to:

- 10.1 Modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 Disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 Not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 Reject all Quotations, if it so decides;
- 10.6 Withdraw the RFQ on good cause shown;
- 10.7 Award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 Split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 Make no award of a contract;

10.11 Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

**Transnet reserves the right to lower the threshold for Technical from 80% to 70% if no Bidders pass the predetermined minimum threshold in respect of Technical.**

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Quotation, whether or not the Respondent is awarded a contract.

## 11 LEGAL REVIEW

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.

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



## **RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT FOR A PERIOD OF TWO YEARS**

### **Section 2: SCOPE OF REQUIREMENT**

#### **1. SCOPE OF WORK**

##### **1.1 EMPLOYERS OBJECTIVE**

- 1.1.1 The essence of the RFQ is that Transnet Freight Rail requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the RFQ are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks or other areas included in the RFQ.
- 1.1.2 The ways and means by which the above-mentioned results are obtained and the responsibility of the Respondent, Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Respondent to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Respondent of his/her responsibility for satisfactory control of vegetation.
- 1.1.3 Failure to comply with the minimum performance proposed by the Respondent in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the Agreement.
- 1.1.4 The Respondent must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.
- 1.1.5 The RFQ will only be awarded to a Respondent who has the required experience in the application of herbicides in Southern Africa as stipulated in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.**

##### **1.2 OVERVIEW OF THE WORKS**

The RFQ covers the control of vegetation in mainly yards including declared weeds and declared invader plants, by means of chemical herbicides on Transnet property, to the extent that areas treated chemically or otherwise in terms of this Agreement are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

##### **1.3 PERFORMANCE BOND:**

- 1.3.1 Transnet Freight Rail requires a Performance Bond of 10% of the total value of the RFQ as security for the due and faithful performance by the Respondent of all the duties and obligations resting upon and assumed by him in terms of the Agreement.
- 1.3.2 The Performance Bond is to be returned to the Respondent upon completion of the Agreement after certification from the Project Manager that all Agreement requirements have been met.

##### **1.4 EXTENT OF THE WORKS**

The service information briefly consists of the following:

- The control of vegetation, including declared weeds and declared invader plants by means of chemical herbicides of mainly yards as indicated in the Schedule of Requirements.

- The execution of the works shall include any work arising from or incidental to the service information or required of the Respondent for the proper completion of the Agreement in accordance with the true meaning and detail of the Agreement documents.
- The Respondent shall obtain his/her own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards.

1.4.1 The extent of the work consists of mainly yards as indicated in the Schedule of Requirements.

1.4.2 The performance due by the Respondent shall include any work arising from or incidental to the above or required of the Respondent for the proper completion of the Agreement in accordance with the true meaning and intent of the Agreement documents.

1.4.3 The Respondent shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

## 1.5 LOCATION OF THE WORKS

1.5.1 The location of the works is as indicated in the Prices List and is in the geographical area controlled by the Depot Engineer (As per schedule of quantities).

1.5.2 Transnet Freight Rail's representative will provide one-copy schematic diagrams to the successful Respondent, indicating the areas to be treated.

## 1.6 DURATION OF AGREEMENT

The work provides for the control of vegetation for commencing on the date of notification of acceptance of tender with Transnet Freight Rail for a period of **24 months**.

## 1.7 GENERAL MAINTENANCE ASPECTS

### 1.7.1 WORK SPECIFICATIONS

1.7.1.1 Standard Specifications.

The following standard Specifications will be applicable to this Agreement:

- SANS 1200A – General
- SABS Code of Practices no 0206-1983 "Safety procedures for the disposal of surplus pesticides and associated toxic waste."

1.7.1.2 Generic Specifications

The following Generic Specifications will be applicable to this Agreement:

Transnet generic specifications.

- E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
- E7/1 (July 1998); Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

## 1.8 PLANT AND MATERIAL

1.8.1 Any plant and/or equipment provided to the Respondent at the beginning of the Agreement shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Respondent, or the value thereof will be deducted from moneys falling due to him/her.

1.8.2 The Respondent shall provide written certification of compliance with specification of any materials (chemical) or equipment supplied by him / her.

## 1.9 EQUIPMENT

All equipment necessary to execute the works shall be supplied by the Respondent.

## 1.10 EXISTING SERVICES

1.10.1 Reinstatement of services and property damaged during execution of the work.

- 1.10.2 Any damages caused by the Respondent to Transnet property and services shall be rectified by the Respondent at his own cost and to the full satisfaction of the Transnet Freight Rail's representative.

## **1.11 SITE ESTABLISHMENT**

### **1.11.0 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER:**

- 1.11.1 In the case of an agreement for vegetation control the following will be provided free of charge:
- 1.11.2 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Respondent shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. These water points may be up to 200km apart.
- 1.11.3 Road vehicle accessibility via service roads to the work site is not always possible.
- 1.11.4 Inspections of the areas of work by motor trolley may be arranged with the Project Manager's Deputy, but will have to coincide with normal track inspections carried out by the inspection technical staff of the Depot. The Project Manager's Deputy shall be given timeous notice (4 calendar weeks) of the Respondent's intention to inspect.
- 1.11.5 Any plant and/or equipment provided to the Respondent at the beginning of the agreement shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Respondent, or the value thereof will be deducted from moneys falling due to him/her.

### **1.12 TO BE PROVIDED BY THE RESPONDENT**

- 1.12.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Respondent shall provide all accommodation and toilet facilities for his/her employees.
- 1.12.2 The Respondent shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.
- 1.12.3 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the Agreement area.
- 1.12.4 The personnel of the Respondent shall at all time, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue or preferably bear the name of the Respondent's company. Should the Respondent wish to use another colour this must first be cleared with the Project Manager's Deputy or his/her deputy.
- 1.12.5 An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be compiled by the Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

## **1.13 MANAGEMENT OF THE WORKS**

### **1.13.1 SITE MEETINGS**

The Respondent shall attend site meetings when required. These meetings will be held under the chairmanship of Transnet's representative. These meetings will be conducted to monitor progress and discuss agreed issues when required. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards. When sub-Respondents are required to attend, the Respondent shall ensure their attendance.

### **1.14 SITE BOOKS**

- 1.14.1 A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Respondent. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".
- 1.14.2 A Daily Diary Book with triplicate pages shall be provided by the Respondent and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Schedule of Requirements completed for each day shall also be recorded and signed off by both Transnet Freight Rail (TFR) and the Respondent at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.
- 1.14.3 Only persons authorised in writing by the Project Manager or Respondent may make entries in the site books.

## **1.15 PROGRAMME OF WORK**

- 1.15.1 The Respondent shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Project Manager's Deputy for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.
- 1.15.2 The particulars to be provided in respect of the Respondent's vegetation control programme shall include but not be limited to the following:
- 1.15.3 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the Agreement area,
- 1.15.4 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the Agreement,
- 1.15.5 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- 1.15.6 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- 1.15.7 The Respondent shall conduct regular site investigations and monitoring procedures for the purpose of:
  - Ascertaining the nature of weed infestation and factors that could influence the work;
  - monitoring the standard of weed control achieved;
  - identifying any damage or hazards which may have been caused by the weed control operation, and planning of timeous execution of remedial work where control is not being achieved.
- 1.15.8 The Respondent's programme shall allow for commencement with the initial application of chemicals at the appropriate timing, i.e. coinciding with the initial rainy season, for achieving maximum success and for completion in the shortest possible time, but not later than **six** weeks after commencement of the initial application..
- 1.15.9 The programme shall be based on the quantities and numbers of work lots shown in the Schedule of Requirements.
- 1.15.10 In addition to the annual programme provided the Respondent shall submit daily working programmes to the Project Manager's Deputy, 7 days in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Project Manager's Deputy, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.

**1.15.11 It is required that for the duration of the contract that the Respondent shall base his / her work programme on the provision of at least two fully operational teams, consisting of no less than 10 persons per team, to commence work at different locations as will be indicated by the Technical**

**Officer.****1.15.12 In the method statement the following must be included:-**

- **Work program schedule for each team**
- **Detailed duration schedule per team per area**

**1.15.13 Follow up program**

- **Availability of each team for the duration of the contract**
- **Time frame for remedial work**
- **Respond time to call out**

**1.16 PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS**

- 1.16.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 1.16.2 The Project Manager's Deputy shall at any time during the application periods carry out inspections of the Respondent's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Respondent and he/she may be ordered by the Project Manager's Deputy to re-treat entire work lots or sections where such chemicals were applied.
- 1.16.3 The Project Manager's Deputy will during each growth season carry out **[two]** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Respondent shall be present or forfeit his/her right to dispute the measurements and evaluation of the Project Manager's Deputy.
- 1.16.4 The first inspection shall be done at, or within [20] weeks after completion of the Respondent's initial spraying programme and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 1.16.5 The second inspection of the season will be carried out at, or within [36] weeks after completion of the Respondent's initial spraying programme and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 1.16.6 During each of these inspections the work lots treated will each be measured and evaluated. A work lot that does not comply with the specified level of control will be recorded as a "rejected work lot".
- 1.16.7 The rejection of work lots that do not comply with the standard of control for individual work lots will be final and valid for that inspection in that particular year.

The rejection by the Project Manager's Deputy of work performance may be contested by the Respondent only at the time and place of rejection.

The rejection of a work lot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Respondent may execute further remedial work in order to achieve control at further and final inspections.

- 1.16.8 In the case where the Project Manager's Deputy and the Respondent fail to agree on whether a work lot has failed, the work lot shall be recorded as a "disputed work lot" and the Respondent shall prepare an appropriate record of all disputed work lots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the clause 25 of the standard terms and conditions of contract for the provision of services to Transnet.

**1.17 ENVIRONMENTAL REQUIREMENTS****1.17.0 COMPLIANCE WITH STATUTES**

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

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The National Environmental Management Act (Act 107 of 1998).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

**1.17.2 The Respondent's authorised representative on site shall be a registered Pest Control Operator, specialising in the field of industrial weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Two Pest Control Operators shall be in direct control of work taking place on site.**

In the event of work taking place on numerous sites at the same time, the Respondent must ensure that there is a registered Pest Control Operator on each site.

**1.18 DAMAGE TO FAUNA AND FLORA**

1.18.1 The Respondent shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed.

1.18.2 The Respondent shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops vegetation or property or be hazardous to humans or animals. The Respondent shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

1.18.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Respondent shall institute and maintain procedures for the safe disposal of all chemicals and residual material originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

1.18.4 The Respondent shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

**1.19 PARTICULAR SPECIFICATIONS**

This part covers the techniques, types and use of spraying equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the Agreement.

**1.20 DEFINITIONS**

**1.20.0 Project Manager's Deputy.** Any person appointed by the Employer to deputise for him / her in supervising and carrying out the Agreement.

**1.20.1 CONTROL**

- 1.20.1.1. Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:
- The constituent parts of all plants occurring within the area of treatment (work lots) cease to exist as living organisms or entities; and
  - the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
  - there are no dead or dry remains of any vegetation within the treated area (work lot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.
- 1.20.1.2 Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

## 1.21 WORKLOTS

- 1.21.1 A WORKLOT is a subdivision of any area on which the Respondent shall control vegetation.
- In the case of yards and areas of a work lot will be areas of 300m<sup>2</sup> each.
  - Work lots in yards, depots/areas are not demarcated individually. The number of work lots within any area to be treated is calculated by dividing the total surface area by the surface area of single work lot i.e. 300 square metres.
  - In yards, depots/areas where control is required work lots may be irregular in shape. For inspection and payment purposes, work lots shall be physically measured where necessary. In such instances the Project Manager's Deputy shall decide in advance and advise the Respondent accordingly, of the method of measurement to be adopted in any particular area.
  - In yards, depots/areas work lots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Work lots will not be measured individually in different directions but will form part of a pattern of continuous and parallel work lots covering, in the most effective manner possible, the surface of any particular area.
  - A work lot for cable routes will normally be areas of 0.75m wide on both sides and parallel to the cable route and 200m long.

**1.21.2 However, if any provisional work lot has been sprayed under this Agreement the previous year and the same work lot is again sprayed the next year, payment for the second and consecutive years sprayed would be at the normal rate applicable for that area and the work would be considered as additional work to the Schedule of Requirements.**

- 1.21.3 Formation is the finished earthworks surface upon which the track is laid.
- 1.21.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).
- 1.21.5 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.
- 1.21.6 Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

## 1.22 METHOD OF VEGETATION CONTROL

- 1.22.1 The Respondent's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Respondent shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the Agreement.

- 1.22.2 Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in **1.23.3**, will be permitted.
- 1.22.3 Vegetation control in terms of the Agreement will normally be required in respect of the yards. The type of herbicides and the methods of application to be employed are to be specified in the applicable returnable documents (**Section 10**) and are subject to the approval of, and monitoring by the Project Manager's Deputy.
- 1.22.4 The Project Manager's Deputy's approval shall first be obtained for use of other herbicides.
- 1.22.5 Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 1.22.6 Any deviation from the method of work submitted as per the applicable returnable document by the Respondent shall be subject to the approval of the Project Manager's Deputy.

### **1.23 STANDARDS OF WORKMANSHIP**

- 1.23.1 Standard of vegetation control for individual work lots.
- 1.23.2 Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150mm in any dimension, occurring in the work lot, nor more than fifteen (15) live plants of any lesser size.

This excludes overhanging canopy growth of plants: -

- (a) with rootstock established entirely outside the work lot.
- (b) with rootstock established on the boundary of the work lot, provided that:
  - control was achieved over the remainder of the work lot.
  - a clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the work lot.
  - the Respondent took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly.
  - The boundary concerned is not the boundary of an adjoining work lot.

This exception does not apply in the case of creeping grasses (e.g. Cynodon) with nodal rooting within the work lot even though such growth may originate from a plant outside the work lot.

- 1.23.3 In addition, there shall be no dry or dead remains of vegetation within the work lot greater than 150mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Project Manager's Deputy.

### **1.24 MANUAL REMOVAL OF VEGETATION**

No felling or hoeing of vegetation will be allowed during the two months preceding final inspection. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All lots where such hoeing and felling or herbicides application were done will be rejected.

For this Agreement, the Respondent should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices for the **first year only**, includes all work necessary to achieve the required control, e.g. slashing and removal of debris before or just after spraying. The intention to slash and remove should be cleared with the Project Manager's Deputy prior to work starting.



**1.25 PRICE ADJUSTMENT FOR INFLATION:**

- 1.25.1 A contract price adjustment factor to be determined in accordance with the formula will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to six decimal places.

The contract price adjustment factor shall be -

$$(1 - x) \left( 0.20 \frac{Lt}{Lo} + 0.05 \frac{Pt}{Po} + 0.70 \frac{Mt}{Mo} + 0.05 \frac{Dt}{Do} - 1 \right)$$

where  $x = 0,15$  and

$Lo$ ,  $Po$ ,  $Mo$  and  $Do$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

$Lo$ ,  $Po$ ,  $Mo$  and  $Do$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

$Lt$ ,  $Pt$ ,  $Mt$  and  $Dt$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

- 1.25.2 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by S.A.T.S. South Africa.
- 1.25.3  $Lo$  and  $Lt$  shall be the labour indices for Metropolitan Areas (P0141.1 Table 7.1).  
 $Po$  and  $Pt$  shall be the average of the price indices of Non-Electrical Machinery multiplied by an equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 item 2.16 and 2.21 respectively).  
 $Mo$  and  $Mt$  shall be the price indices of Chemical and Chemical herbicides used in table 10 of the P0142.1 item 2.11 Basic Chemicals  
 $Do$  and  $Dt$  shall be the price indices of "Diesel Oil –Coast & Witwatersrand" (P0142.1 Table 16).
- 1.25.4 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.
- 1.25.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the Agreement price adjustment factor for that month.
- 1.25.6 Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.
- 1.25.7 Any additions to or deductions from the amount payable, brought about by the application of the Agreement price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.
- 1.25.8 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.
- 1.25.9 The Price Adjustment Factor calculated at the completion of the works is used for calculating price adjustment after this date.

**1.26 REMEDIAL WORK**

- 1.26.1 The Respondent shall carry out remedial work to all work lots where control has not been achieved, prior to the

official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated work lots.

- 1.26.2 The Project Manager's Deputy may, at any time after the first measurement order the Respondent to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Project Manager's \ Deputy for his/her approval. Failing to do so the Project Manager's Deputy may arrange for such action to be carried out by others at the cost of the Respondent.
- 1.26.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.
- 1.26.4 Fire may not be used as a method of vegetation control or as a method of remedial action.

### 1.27 OVERALL CONTROL

- 1.27.1 The overall standard of control to be achieved by the Respondent over the Agreement area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

$$\text{Overall Control} = \frac{(\text{Worklots treated} - \text{Worklots rejected})}{\text{Worklots treated}} \times 100$$

- 1.27.2 The standard of "Overall Control" (service level table) to be provided on each district by the Respondent shall be:

YEAR	1	2 and Consecutive years
Minimum % of the total work, which shall comply, with the standard of control for individual work lots.	80	90

- 1.27.3 Failure by the Respondent to achieve the standard of "Overall Control" shall constitute a material breach of Agreement by the Respondent, which will entitle the Employer to act in terms of the standard terms and conditions of contract for the provision of services to Transnet.

## 1.28 GENERAL SPECIFICATIONS

### 1.28.0 GENERAL

- 1.28.1 E4E (January 2004) – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.
- 1.28.2 Specification E7/1 (Jul 1998): Specification for works on, over, under or adjacent to railway lines and near high voltage

### 1.29 HEALTH AND SAFETY

- 1.29.1 The Respondent shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).
- 1.29.2 The Respondent shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Respondent must conduct his own formal risk assessment to identify all risks. The Respondent is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.
- Working with herbicides
  - live OHTE
  - Executing work on one line while a normal train service is running on adjacent line/s
  - Sanitation and refuse disposal as a threat to the environment.
- 1.29.3 The Respondent shall be responsible to ensure the use of only technically competent trained staff on all types of work. The Respondent will have to ensure that the Respondent's personnel operating his/her own locomotives, haulage equipment, road rail vehicles or any other track vehicles on Transnet Freight Rail lines undergo a Transnet Freight Rail Operating course and also receive a certificate of track section competency. This cost is to be borne by the Respondent.
- 1.29.4 The Respondent shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.
- 1.29.5 The Respondent shall be responsible to ensure that site staff is always competently trained with regards to Electrical Awareness Training.
- 1.29.6 The Respondent shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area Project Manager's Deputies and Agreement 'supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.
- 1.29.7 The Respondent shall also be responsible to ensure that Agreement managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).
- 1.29.8 The Respondent shall ensure that all his employees undergo medical surveillance where required by legislation.
- 1.29.9 Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 1.29.10 Where training is required by the Respondent and Transnet Freight Rail (TFR) is committed to provide training, the Respondent shall qualify his tender as to what and how many staff, training will be required for. After award of the Agreement, the Respondent shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Project Manager's Deputy, for this training / testing.

*The following training shall be arranged for the following Respondents staff:*

Course	Objective	Duration & trainer	Grade to attend
A) <b>Awareness</b> (Electrical)	To inform all Respondents staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. <b>Accredited Electrical trainer / Depot's Electrical Supervisor</b>	<ul style="list-style-type: none"> <li>• All workers and staff working on the Agreement</li> </ul>

B) COM <b>Competency</b> (Electrical) (To follow A)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = <b>1 day</b> <b>Accredited Electrical trainer</b>	Supervisor (Responsible person in charge at machine working)
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- The electrical awareness training must be arranged for beforehand on-the-job.
- The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Respondents choice (Respondents cost).

### 1.30 PRICING INSTRUCTIONS

#### 1.30.0 GENERAL

1.30.1 Measurement and payment shall be in accordance with relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Service Information.

1.30.2 The units of measurement described in this Schedule of Requirements are metric units. Abbreviations used in the Schedule of Requirements are as follows:

%	=	percentage
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
l	=	litre
m	=	metre
No.	=	number
Prov. sum	=	Provisional sum
Sum	=	Lump sum
W/day	=	Work day
R/only	=	Rate only
Work lot =	=	area to a max 300m <sup>2</sup>

1.30.3 For the purpose of these Schedule of Requirements, the following word shall have the meanings assigned to them:

Unit:	The unit of measure for each item of work as defined in the COLTO Standard specification.
Quantity:	The number of units of works for each item.
Rate:	The agreed payment per unit measurement.
Amount:	The product of the quantity and the agreed rate for an item.

1.30.4 No allowance is made for waste on items in the Schedule of Requirements.

1.30.5 It will be assumed that the prices included in the Schedule of Requirements are based on Acts, Ordinances, regulations, By-laws, International Standards and National Standards that were published 28 day before the closing date for tenders.

1.30.6 Such prices and rates cover all costs and expenses that may be required for the execution of the works described in accordance with the provisions of the Service Information, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Agreement Data, as well as overhead charges and profit.

1.30.7 The quantities set out in the Schedule of Requirements are estimated and may be more or less than stated. The Respondent shall submit with his/her tender a complete and detailed priced Schedule of Requirements (prepared in black ink) for the Works.

- 1.30.8 Each item shall be priced by the Respondent. If the Respondent has omitted to price any items in the Schedule of Requirements, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.
- 1.30.9 Payment for this Agreement shall be based on the Schedule of Requirements and the payment will be made in accordance with the rates tendered in the Schedule of Requirements.

The absence of stated quantities in the Schedule of Requirements is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

The short descriptions of the items in the Schedule of Requirements are for identification purposes only.

Items classified as "provisional work lots" in the Schedule of Requirements indicate that there is no certainty about the amount of work, which will be required. In this Agreement the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually. These areas will be measured per provisional work lot as defined in 1.21 and stated in the Schedule of Quantities. The standard of control for individual work lots shall apply.

### 1.31 MEASUREMENT AND PAYMENT

- 1.31.1 Payment will be based on the numbers of work lots treated as instructed by the Supervisor and to which the Respondent successfully applied the vegetation control measures and has achieved the standard of control defined in clause 1.23
- 1.31.2 No payment will be made for rejected work lots where control achieved does not meet the standards of control specified.

### 1.32 Measurement and payment for the work completed will be made in [3] stages.

- 1.32.1 After completion of the initial spraying of the entire Agreement area the Supervisor or his deputy and the Respondent will measure the work performed (number of work lots sprayed). The Respondent will thereafter receive payment at [50%] of the rates tendered for all of the completed work.
- 1.32.3 A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause 1.16.4. The Respondent will thereafter receive payment at [25%] of the rates tendered for all work lots where control as specified has been achieved or clear signs are evident that control is in the process of being achieved.
- 1.32.3 A third measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause 1.16.5. The Respondent will thereafter receive payment at [25%] of the rates tendered for all work lots where control has been achieved.

### 1.33 Minimum schedule of Plants and Equipment's

**The respondent must have the following plant and equipment listed below in order to carry out the project.**

- LDV'S
- Knapsack sprayers
- Brush cutters
- 1000Lt Tanks mounted on vehicles
- 500Lt Tanks mounted on vehicles
- Rakes and Forks
- Trucks
- Trailers
- Tents
- Chainsaws

### **1.34 HERBICIDES REQUIRED**

1.34.1 Approved herbicides with labels and material safety data sheets registered with South African Bureau of Standards (Lists of 4 mixes, 4 sterilants and 4 systemic products)

### **1.35 HEALTH, RISK AND SAFETY PLAN REQUIRED**

The respondents tendering for this project shall take note of the following when compiling health, risk and safety plan to include environmental, occupational health and safety quality management.

- 1.35.1 Project details
- 1.35.2 Policy statement
- 1.35.3 Objectives
- 1.35.4 Legislation
- 1.35.5 Statutory obligation
- 1.35.6 Project management
- 1.35.7 Incident management
- 1.35.8 Logbooks and register (appointments for first aid, fire fighter)
- 1.35.9 Risk management
- 1.35.10 Education and training
- 1.35.11 Emergency planning –evacuation plan
- 1.35.12 Environment
- 1.35.13 Health and safety communications
- 1.35.14 Safe working procedures
- 1.35.15 Personal protective equipment and clothing
- 1.35.16 Project security

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**1.36 SITES PER AREA SQUARE METER IN THE DISTRICT OF KOEDOESPOORT**

Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Work lots
1	Total Yards	232.181	2321813	7739.38
2	Total Relay Rooms	0.617	6174	20.58
3	Total Switches	0.017	168	0.56
4	Total Apparatus Cases	0.142	1420	4.73
5	Total Material camps	5.902	59018	196.73
6	Total Substations	2.400	24000	80.00
	<b>Total</b>	<b>241</b>	<b>2412581</b>	<b>8041.94</b>

**CONTACT PERSON FOR TECHNICAL ENQUIRIES****Mr. Khamusi Phupheli****Telephone (012 842 5373 ) or 083 275 7180****2 GREEN ECONOMY / CARBON FOOTPRINT**

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

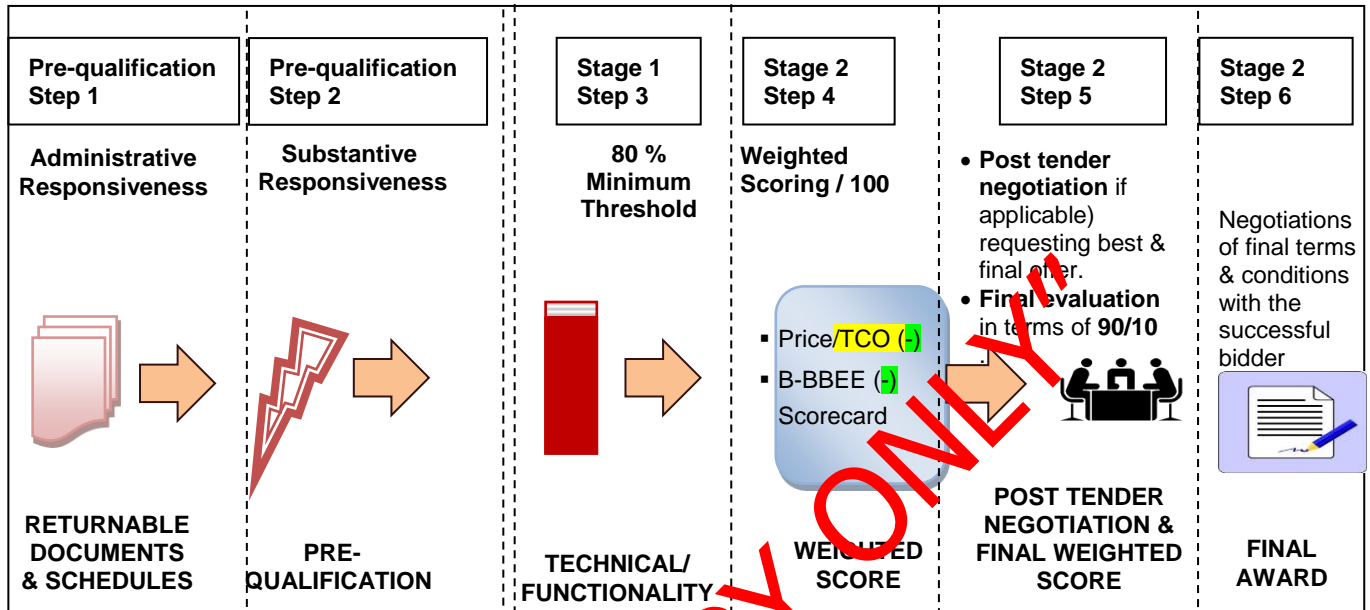
**3 GENERAL SERVICE PROVIDER OBLIGATIONS**

3.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

3.2 The Service Provider(s) must comply with the requirements stated in this RFQ.

#### 4 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

##### 4.1 PREQUALIFICATION STAGE - STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all mandatory returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> <li>~ <b>A valid letter of good standing issued by department of labour ( essential returnable document)</b></li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 4</i>

***The test for administrative responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further pre-qualification***



#### 4.2 PRE-QUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul> <p>~ <b>A fully completed clause by clause statement of compliance to project specification (Please complete section 12 from page 58 to page 63 in full.</b></p>	<i>All Sections</i>
<p>~ <b>Two valid certificates of registration as a pest control operator in industrial weed control issued by the Department of Agriculture, Forestry and Fisheries</b></p>	
<p>~ <b>Approved list herbicides with labels and material safety data sheets registered with South African Bureau of Standards( four mixes, four sterilants and four systemic products)</b></p>	
<ul style="list-style-type: none"> <li>Whether the compulsory information briefing session was attended</li> </ul>	<i>Section 1, paragraphs 2.1 &amp; section 8</i>

***The test for substantive responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further evaluation***

#### 4.3 STAGE 1 ~ STEP 3: Minimum Threshold 80% for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings	RFQ Reference
<ul style="list-style-type: none"> <li><b>Method Statement- provide detailed program in line diagram/bar chart format according to specification and bill of quantities</b></li> </ul>	<b>20%</b>	<i>Section 2</i>
<ul style="list-style-type: none"> <li><b>Fit for purpose- proposed herbicides and product mixtures</b></li> </ul>	<b>40%</b>	<i>Section 2</i>
<ul style="list-style-type: none"> <li><b>Experience- completed schedule of Respondent's experience</b></li> </ul>	<b>30%</b>	<i>Page 39</i>
<ul style="list-style-type: none"> <li><b>Health, risk and safety plan</b></li> </ul>	<b>10%</b>	<i>Section 2</i>
<b>Total Weighting:</b>	<b>100%</b>	
<b>Minimum qualifying score required:</b>	<b>80</b>	

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

***The minimum threshold for technical/functionality [Stage One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for final evaluation***

#### 4.4 STAGE TWO ~ STEP 4: Evaluation and Final Weighted scoring

a) **Price Criteria** [Weighted score **80** points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	<i>Section 3</i>

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

$$PS = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score **10** points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

#### 4.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	<b>80</b>

Evaluation Criteria	Final Weighted Scores
Price	<b>90</b>
B-BBEE - Scorecard	<b>10</b>
<b>TOTAL SCORE:</b>	<b>100</b>

## 5 STAGE TWO ~ STEP 5: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of **90/10**.

## 6 STAGE TWO ~ STEP 6: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s)

### **IMPORTANT NOTICE TO RESPONDENTS**

Transnet has appointed a Procurement Ombudsman to investigate any **material complaint** in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net).

For transactions below the above-mentioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT FOR A PERIOD OF TWO YEARS**

**CLOSING VENUE:** As per Section 1, paragraph 4.1

**CLOSING DATE:** 27 October 2015

**CLOSING TIME:** 10h00

**VALIDITY PERIOD:** 29 JANUARY 2016

**Section 3: PRICING AND DELIVERY SCHEDULE**

*Respondents are required to complete the table below:*

SCHEDULE OF QUANTITIES : YARDS									
Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Worklots	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
	<b>LINE 92</b>								
1.01	Rayton	1.9596	19596.00	65.32					
1.02	Zonderwater	1.4364	14364.00	47.88					
1.03	Cullinan	0.9630	9630.00	32.10					
	<b>Subtotal</b>	<b>4.36</b>	<b>43590.00</b>	<b>145.30</b>					
	<b>LINE 91</b>								
1.04	Greenview connecting line	1.5528	15528.00	51.76					
	<b>Subtotal</b>		<b>15528.00</b>	<b>51.76</b>					
	<b>CENTRAL</b>								
1.05	Koedoespoort	6.4067	64067.0	213.56					
1.06	Koedoespoort - Diesel Depot	3.8260	38260.0	127.53					
1.07	Koedoespoort - Silverton Service line	0.7800	7800.0	26.00					
1.08	Koedoespoort - Material Yard	1.5125	15125.0	50.42					
1.09	Koedoespoort - Ballast siding	0.7764	7764.0	25.88					
1.10	Koedoespoort - Scrapyard siding	0.3288	3288.0	10.96					
1.11	Waltloo	3.1020	31020.0	103.40					
1.12	Waltloo open area	1.5375	15375.0	51.25					

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1.13	Centurion-Military siding	1.3365	13365.0	44.55					
1.14	Centurion-Samancor siding	0.2100	2100.0	7.00					
1.15	Hercules-PPC siding	0.4200	4200.0	14.00					
1.16	Nampak	0.2348	2348.0	7.83					
1.17	Capital Park Yard	46.5603	465603.0	1552.01					
1.18	Pretcon line Capital Park-Pretcon	3.2754	32754.0	109.18					
1.19	Pretcon Yard	2.6844	26844.0	89.48					
1.20	Capital Park Loco and Goods Shed	2.0100	20100.0	67.00					
1.21	Blue Train Shed	2.9132	29132.0	97.11					
1.22	Blue Train Shed-Connecting line	0.0000	0.0	0.00					
1.23	Cor Delfos	10.2885	102885.0	342.95					
1.24	Nywerheid	1.3870	13870.0	46.23					
1.25	Rossllyn	2.3530	23530.0	78.43					
1.26	Saulsville	0.2289	2289.0	7.63					
	<b>Subtotal</b>		<b>921719.0</b>	<b>3072.40</b>					
	<b>LINE 82</b>								
1.27	Pretoria West	9.5755	95755.0	31.18					
1.28	Hercules	4.4950	44950.0	149.83					
1.29	Bon Accord	1.1810	11810.4	39.37					
1.30	Pyramid	2.4005	24005.0	80.01					
1.31	Pyramid South East Control	6.0000	60000.0	200.00					
1.32	Pyramid South West Control	2.4000	24000.0	80.00					
1.33	Pyramid station platform	0.4200	4200.0	14.00					
	<b>Subtotal</b>		<b>264718.4</b>	<b>882.39</b>					
	<b>WESTERN MAINLINE</b>								
	<b>LINE 23</b>								
1.29	Atlanta	1.7466	17466.00	58.22					
	<b>Subtotal</b>		<b>17466.00</b>	<b>58.22</b>					
	<b>LINE 20</b>								
1.30	Pendoring	4.1309	41309.0	137.70					
1.31	Pyramid-Suid	49.2175	492175.0	1640.58					
	<b>Subtotal</b>		<b>533484.0</b>	<b>1778.28</b>					

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	<b>LINE 25</b>								
1.32	Brits	2.6522	26522.0	88.41					
1.33	Wolhuterskop	1.4572	14572.0	48.57					
1.34	Marikana	2.8600	28600.0	95.33					
1.35	Bleskop	3.3955	33955.0	113.18					
1.36	Turfgrond siding	0.0824	823.8	2.75					
1.37	Wonderkop siding	0.3385	3385.2	11.28					
	<b>Subtotal</b>		<b>107858.0</b>	<b>359.53</b>					
	<b>LINE 26</b>								
1.38	Rustenburg	4.0596	40596.0	135.32					
1.39	Rustenburg Goods	3.8748	38748.0	129.16					
1.40	Nywerheid siding	0.0576	576.0	1.92					
1.41	Phokeng	1.8767	18767.0	62.56					
1.42	Boshoek	1.2170	12170.0	40.57					
1.43	Heystekrand	0.7570	7570.0	25.23					
1.44	Northam	1.4503	14503.0	48.34					
1.45	Tussenin	1.1018	11018.0	36.73					
1.46	Middlewit	0.5214	5214.0	17.3					
1.47	Ferrogate	1.4947	14947.0	49.82					
1.48	Thabazimbi	8.3583	83583.0	277.61					
	<b>Subtotal</b>		<b>247892.0</b>	<b>802.03</b>					
<b>Municipal sidings</b>									
	<b>Waltloo Municipal siding</b>	<b>872.2</b>	<b>87210</b>	<b>290.70</b>					
	<b>Rosslyn Municipal siding</b>	<b>79632</b>	<b>79632</b>	<b>265.44</b>					
	<b>Nywerheid Siding Tanks</b>	<b>0.29</b>	<b>2916</b>	<b>9.72</b>					
		<b>16.98</b>	<b>169758</b>	<b>565.86</b>					
	<b>TOTAL YARDS</b>		<b>2321813</b>	<b>7739</b>					
					<b>Total price</b>				

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<b>SCHEDULE OF QUANTITIES : RELAY ROOMS</b>										
<b>Item</b>	<b>Line code</b>	<b>Description</b>	<b>ARE A (Ha)</b>	<b>AREA (m<sup>2</sup>)</b>	<b>Total annual Work lots</b>	<b>Rate per Work lot Year 1</b>	<b>Sub Total Year 1</b>	<b>Rate per Work lot Year 2</b>	<b>Sub Total Year 2</b>	<b>Total amount for 2 Years</b>
		<b>Western Mainline</b>								
2.01	11	Leeufontein	0.01	144	0.48					
2.02	11	Baviaanspoort	0.01	144	0.48					
2.03	11	Kameeldrift	0.02	175	0.58					
2.04	20	Pyramid South	0.02	175	0.58					
2.05	20	Dam	0.02	175	0.58					
2.06	20	Ondestepoort	0.02	175	0.58					
2.07	20	Wildebeesshoek	0.02	175	0.58					
2.08	20	de Wilt	0.02	175	0.58					
2.09	20	Stephanus	0.02	175	0.58					
2.10	20	Pending	0.28	2782	9.27					
2.11	82	Bon Accord	0.02	175	0.58					
2.12	82	Pyramid	0.02	232	0.77					
		<b>Eastern Mainline</b>								
2.13	11	Eerste fabriek-greenview	0.02	189	0.61					
2.14		GNW	0.02	208	0.69					
2.15	91	Greenview-panpoort	0.03	336	1.12					
2.16	91	Panpoort	0.03	330	1.10					
2.17	91	Van der merwe	0.02	208	0.69					
2.18	91	Rayon	0.02	208	0.69					
		<b>Total relay rooms</b>	<b>0.62</b>	<b>6174</b>	<b>20.58</b>					
					<b>Total price</b>					

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**SCHEDULE OF QUANTITIES : APPARATUS CASES**

**SCHEDULE OF QUANTITIES : SWITCHES**

Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Work lots	Rate per Work lot Year 1	Sub Total Year 1	Rate per Work lot Year 2	Sub Total Year 2	Total amount for 2 years
	<b>25KV's</b>								
3.01	Thabazimbi	0.0012	12.00	0.04					
3.02	Tussenin	0.0012	12.00	0.04					
3.03	Arthursview	0.0012	12.00	0.04					
3.04	Paul	0.0012	12.00	0.04					
3.05	Burgerreg	0.0012	12.00	0.04					
3.06	Turfgrond	0.0012	12.00	0.04					
3.07	Pending	0.0012	12.00	0.04					
3.08	Ontgin	0.0012	12.00	0.04					
3.09	Hornsnek	0.0012	12.00	0.04					
	<b>3 KV's</b>								
3.10	Bon Accord	0.0012	12.00	0.04					
3.11	Doonpoort	0.0012	12.00	0.04					
3.12	Rant	0.0012	12.00	0.04					
3.13	Van De Merwe	0.0012	12.00	0.04					
3.14	Pretoria North	0.0012	12.00	0.04					
	<b>Total 25KV switches</b>	<b>0.017</b>	<b>168.000</b>	<b>0.560</b>					
				<b>Total Price</b>					

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Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Work lots	Rate per Work lot Year 1	Sub Total Year 1	Rate per Work lot Year 2	Sub Total Year 2	Total amount for 2 Years
4.01	Leefontein	0.0014	14	0.047					
4.02	Greenview	0.0018	18	0.060					
4.03	Pienaarspoort	0.0018	18	0.060					
4.04	Panpoort	0.002	20	0.067					
4.05	Van der merwe	0.0014	14	0.047					
4.06	Rayton	0.0014	14	0.047					
4.07	Leefontein-Pyramid	0.0548	548	1.827					
4.08	Dam - Wildebeeshoek	0.0124	124	0.413					
4.09	Bon Accord-Pyramid	0.0334	334	1.113					
4.10	De wildt - Ferrogate	0.0316	316	1.053					
	<b>Total Apparatus Cases</b>	<b>0.142</b>	<b>1420</b>	<b>4.73</b>					
				<b>total price</b>					

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**SCHEDULE OF QUANTITIES : MATERIAL CAMPS**

Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Work lots	Rate per Work lot Year 1	Sub Total Year 1	Rate per Work lot Year 2	Sub Total Year 2	Total amount for 2 Years
	<b><u>Infra Depot Koedoespoort</u></b>								
5.01	OHTE/Signal- Depot Koedoespoort	0.2064	2064	6.88					
5.02	Koedoespoort-Welding	0.09	900	3.00					
5.03	Koedoespoort-Bridge	0.1247	1247	4.16					
5.04	Koedoespoort-Perway/signal	0.2196	2196	7.32					
5.05	Koedoespoort-Material	0.66	6600	22.00					
5.06	OHTE-Depot Rustenburg	0.15	1500	5.00					
5.07	Thabazimbi-Track	0.32	3200	10.67					
5.08	Northam-Track	0.34	3400	11.33					
5.09	Rustenburg-Track	0.27	2700	9.00					
5.10	Brits-Track	0.1925	1925	6.42					
5.11	Pyramid South-Track	0.51	5100	17.00					
5.12	Hercules-Track	0.31	3100	10.33					
5.13	Capital park-Track	0.2	2000	6.67					
5.14	SCS 1	0.36	6300.00	22.00					
5.15	SCS 2	0.63	6300.00	21.00					
5.16	Trolley parking Koedoespoort	1.0186	10186.00	33.95					
<b>TOTAL MATERIAL CAMPS</b>		<b>5.902</b>	<b>59018.00</b>	<b>196.73</b>					
				<b>Total price</b>					

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**SCHEDULE OF QUANTITIES : SUB STATIONS**

Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Work lots	Rate per Work lot Year 1	Sub Total Year 1	Rate per Work lot Year 2	Sub Total Year 2	Total amount for 2 Years
<b>25KV's</b>									
6.01	Thabazimbi	0.075	750	2.50					
6.02	Ferrogate Tss	0.075	750	2.50					
6.03	Tussenin	0.075	750	2.50					
6.04	Northam Tss	0.075	750	2.50					
6.05	Arthursview	0.075	750	2.50					
6.06	Heysterkrand Tss	0.075	750	2.50					
6.07	Paul	0.075	750	2.50					
6.08	Boshoek Tss	0.075	750	2.50					
6.09	Burgerreg	0.075	750	2.50					
6.10	Bleskop Tss	0.075	750	2.50					
6.11	Rusternburg goods siding	0.075	750	2.50					
6.12	Turfgrond	0.075	750	2.50					
6.13	Wolhuterskop Tss	0.075	750	2.50					
6.14	Brits	0.075	750	2.50					
6.15	Pendoring	0.075	750	2.50					
6.16	Wermentlus Tss	0.075	750	2.50					
6.17	Ontgin	0.075	750	2.50					
6.18	Stephanus Tss	0.075	750	2.50					
6.19	Hornsnek	0.075	750	2.50					
6.20	Dan Tss	0.075	750	2.50					
<b>3 KV's</b>									
6.21	Bon Accord	0.075	750	2.50					
6.22	Doonpoort	0.075	750	2.50					
6.23	Rant	0.075	750	2.50					
6.24	Van De Merwe	0.075	750	2.50					
6.25	Pretoria North Tss	0.075	750	2.50					
6.26	Greenview tie	0.075	750	2.50					
6.27	Greenview Sub	0.075	750	2.50					
6.28	Transwerk Sub	0.075	750	2.50					
<b>11 KV's</b>									

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6.29	Pyramid south CTC	0.075	750	2.50					
6.30	Pyramid south ERS	0.075	750	2.50					
6.31	Capital park ERS	0.075	750	2.50					
6.32	Pretoria west station	0.075	750	2.50					
<b>Total electrical sub - stations</b>		<b>2.400</b>	<b>24000</b>	<b>80.000</b>					
				<b>Total price</b>					

**SCHEDULE OF QUANTITIES : SUMMARY**

Item	Description	AREA (Ha)	AREA (m <sup>2</sup> )	Total annual Work lots	Rate per Work lot Year 1	Sub Total Year 1	Rate per Work lot Year 2	Sub Total Year 2	Total for 2 Years
1	Total Yards	232.181	2321813	7739.38					
2	Total Relay Rooms	0.617	6174	20.58					
3	Total Switches	0.017	168	0.56					
4	Total Apparatus Cases	0.147	1470	4.73					
5	Total Material camps	5.902	59018	196.73					
6	Total Substations	2.400	24000	80.00					
					<b>Sub-Total</b>				
					<b>VAT 14%</b>				
					<b>Gross Total Amount</b>				

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**Notes to Pricing:**

- a) 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 pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 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.

**1 DISCLOSURE OF PRICES TENDERED**

1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

<b>YES</b>		<b>NO</b>	
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**2 SERVICE LEVELS**

- 2.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
  - a) Random check on compliance with quality/quantity/specifications
  - b) On-time delivery
- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>		<b>NO</b>	
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**3 RISK**

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service provider, in relation to:

**3.1 Quality and specification of Services delivered:**

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**3.2 Continuity of supply:**

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**3.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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**4 REFERENCES**

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

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

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Respondent's Signature

\_\_\_\_\_  
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**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF  
HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL  
AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT  
FOR A PERIOD OF TWO YEARS**

**Section 4: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We \_\_\_\_\_  
[name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_  
in my capacity as

\_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this Quotation and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement;
- (ii) General Bid Conditions – Services; and
- (iii) 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 in the letter of award/intent, 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.

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

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



Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of **2 years only**.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Supplier Development and/or B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFQ, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

#### ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile:

Address:

#### NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

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

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

**VALIDITY PERIOD**

Transnet requires a validity period up to **29 January 2016** against this RFQ.

**NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFQ is submitted.

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

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

Full name(s) of director/member(s)                      Address/Addresses                      ID Number(s)

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

**RETURNABLE DOCUMENTS**

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

**a) Mandatory Returnable Documents**

***Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.***

Please confirm submission of the **Mandatory Returnable Documents** detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing session	
SECTION 12 : Clause by clause statement of compliance to project specification	
~ Two valid certificates of registration as a pest control operator in industrial weed control issued by the Department of Agriculture, Forestry and Fisheries	
~ Approved list of herbicides with labels and material safety data sheets registered with South African Bureau of Standards( four mixes, four sterilant and four product systemic products)	

**b) Essential Returnable Documents**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

***Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.***

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

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

Please confirm submission of these essential Returnable Documents by so indicating [**Yes or No**] in the table below:

**c) Additional Documents**

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 4 : Quotation Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 9 : Schedule of Plant and Equipment	
<b>A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour</b>	

In addition to the requirements of paragraphs (a) and (b) above, Respondents are further requested to submit with their Quotations the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

<b>ADDITIONAL DOCUMENTS</b>	<b>SUBMITTED [Yes or No]</b>
List of registered SABS herbicides with labels and material safety data sheets ( <b>section 10</b> ) to be submitted with RFQ document	
Method statement (Respondents must submit method statement with their RFQ's ( <b>section 11</b> ) to be submitted with the RFQ document	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith

without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.**

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

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

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

- 1 General Bid Conditions\*
- 2 Master Agreement\*
- 3 Supplier Integrity Pact\*
- 4 Non-disclosure Agreement\*
- 5 Specifications and drawings included in this RFQ
- 6 Vendor Application Form\* and all supporting documents (first time vendors only)
- 7 E4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations\*
- 8 BBD8210 version 1 – E/7 – Specification for general work and works on, over, under or adjacent to railway lines and near high voltage equipment\*

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). **(\*available on Transnet's website or upon request)**

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

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

CELL PHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

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

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

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF  
HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL  
AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT  
FOR A PERIOD OF TWO YEARS**

**Section 5: RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact (s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER:

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]*

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

#### **BREACH OF LAW**

12. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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.

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT FOR A PERIOD OF TWO YEARS**

**Section 6: RFQ CLARIFICATION REQUEST FORM**

RFQ No: **ERACES3380-19667**

RFQ deadline for questions / RFQ Clarifications: Before 12:00, 3 days prior to closing date

TO: Transnet SOC Ltd  
ATTENTION: Edwin Senne  
EMAIL: edwin.senne@transnet.net  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_  
\_\_\_\_\_

RFQ Clarification No **ERACES3380-19967**

**REQUEST FOR RFQ CLARIFICATION**

\_\_\_\_\_  
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**"PREVIEW COPY ONLY"**

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF  
HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL  
AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT  
FOR A PERIOD OF TWO YEARS**

**Section 7: B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

**1. INTRODUCTION**

- 1.1 A total of **10** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes,"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11



October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary Respondent's assigning or leasing or making out work to, or employing another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFQ will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall 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 [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 **As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.**
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the

entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended sub-Contractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

- 5.1 **Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of **10** points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

- 5.2 **Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?.....%
- (ii) The name of the sub-contractor.....
- (iii) The B-BBEE status level of the sub-contract.....
- (iv) Is the sub-contractor an EME? YES/NO

- 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd
- (v) Describe Principal Business Activities
- .....
- .....
- (vi) Company Classification [TICK APPLICABLE BOX]
- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

#### **BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the Respondent may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or Respondent, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

**WITNESSES:**

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

SIGNATURE OF BIDDER
---------------------

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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**Section 8: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that –

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

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

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**"PREVIEW COPY ONLY"**

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT FOR A PERIOD OF TWO YEARS**

**Section 9: SCHEDULE OF PLANT AND EQUIPMENT**

Schedule of plant and equipment to be used in the execution of this agreement in terms of the Master Agreement. The respondent must state which plant is immediately available and which will be ordered for.

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

---

---

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---

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

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

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**"PREVIEW COPY ONLY"**

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF  
HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL  
AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT  
FOR A PERIOD OF TWO YEARS**

**Section 10: LIST OF HERBICIDES/PRODUCT MIXES AND METHOD APPLICATIONS.**

List of herbicides and product mixes to be used in the execution of this agreement in terms of the agreement conditions and specifications (at least 4 sterilant , 4 systemic and 4 product mixes)

- (i) **List of registered herbicides to be used in the work, supported by full specimen labels and data material safety data sheets**

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- (ii) **Method Application:**

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- (iii) **Application rates of registered herbicides to be applied**

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- (i) **List of product mixes: 2 sterilant and 2 systemic**

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**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF  
HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL  
AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT  
FOR A PERIOD OF TWO YEARS**

**Section 11: METHOD STATEMENT**

Respondents are required to complete the following schedule and submit a detailed method statement as a separate attachment.

Number of teams to be used \_\_\_\_\_

Working Rates:

Area (Ha)/Area (m<sup>2</sup>) /Annual Work lots \_\_\_\_\_

Details and functions of personnel that is going to carry out the work :

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Details of a program in a line with a diagram/ bar chart format according to schedule of quantities MUST BE PROVIDED as well as a follow up program.

If it not provided, it will have a negative influence on your scoring.

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

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

**RFQ FOR THE CHEMICAL CONTROL OF VEGETATION IN THE YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEER KOEDOESPOORT FOR A PERIOD OF TWO YEARS**

**Section 12: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION (MANDATORY)**

Please write yes/comply for compliance to specification in full in the second column or if you do not comply write no/do not in the third column and the fourth column give comments/reasons for non-compliance to clause by clause compliance to project specification.

Clause Nr	Write in full Yes/comply. Ticks (✓ X) not allowed (Positive compliance)	Write in full. No/ do not comply. Ticks (✓ X) not allowed (Negative compliance)	Reasons/comments for non-compliance to project specification
1			
<b>1.1</b>			
1.1.1			
1.1.2			
1.1.3			
1.1.4			
1.1.5			
<b>1.2</b>			
<b>1.3</b>			
1.3.1			
1.3.2			
<b>1.4</b>			
1.4.1			
1.4.2			
1.4.3			
<b>1.5</b>			
1.5.1			
1.5.2			
<b>1.6</b>			
<b>1.7</b>			

Respondent's Signature

Date & Company Stamp

1.7.1			
1.7.1.1			
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<b>1.8</b>			
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<b>1.9</b>			
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Respondent's Signature

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

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

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

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

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

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Respondent's Signature

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

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

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