



**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] NO CRAC: DNR-18712**

**FOR THE PROVISION OF: VEGETATION CONTROL "ON AS AND WHEN  
REQUIRED BASIS" AT BAYHEAD AND DURBAN  
SURROUNDS FOR THE PERIOD OF TWO (2) YEARS**

**FOR DELIVERY TO: BAYHEAD AND DURBAN SURROUNDS**

**ISSUE DATE: 24 AUGUST 2015**  
**CLOSING DATE: 17 SEPTEMBER 2015**  
**CLOSING TIME: 10:00**  
**SITE BRIEFING: 120 EEL ROAD, BAYHEAD, DURBAN**  
**DATE AND TIME: 07 SEPTEMBER 2015 @ 09H00**  
**VALIDITY 3 DECEMBER 2015**



#### 4 Legal Compliance

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

#### 5 Changes to Quotations

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

#### 6 Pricing

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

#### 7 Prices Subject to Confirmation

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

#### 8 Binding Offer

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

#### 9 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
- make no award at all.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

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 highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

**RFQ FOR THE PROVISION OF: VEGETATION CONTROL**  
**CLOSING VENUE: DURBAN**  
**CLOSING DATE & TIME 17 SEPTEMBER 2015 @ 10H00**  
**VALIDITY PERIOD: 90 Business Days**

**SECTION 2**  
**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 EVALUATION CRITERIA**

**2 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:**

Criterion/Criteria	Explanation
<b>Phase1A:</b> <b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>. Whether the bid has been lodged on time</li> <li>. Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date</li> <li>. Verify the validity of all returnable documents</li> </ul>
<b>Phase 1B:</b> <b>Substantive responsiveness</b>	<ul style="list-style-type: none"> <li>. Whether any prequalification criteria set by Transnet, has been met</li> <li>. Whether the Bid contains priced offer</li> <li>. Whether the Bid materially complies with the scope and/or specification given                             <ul style="list-style-type: none"> <li>. Provide Brush Cutter Operators Certificates</li> <li>. Provide First Aiders Certificate</li> <li>. Provide PCO Certificate</li> <li>. Technically Submission/Questionnaire Annexure A</li> <li>. Hazchem Data Sheets for each Herbicide</li> </ul> </li> </ul>
<b>Phase 2:</b> <b>Pre Qualifying/Functionality</b>	<ul style="list-style-type: none"> <li>. Compliance to specification with scope of work-fully completed clause by clause compliance schedule</li> <li>. Previous Work Experience</li> </ul>
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**3 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.  
 This RFQ is valid until 31 December 2015.

**4 Disclosure of Prices Quoted**

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

YES  NO

**5 Returnable Documents**

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

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

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

*Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.*

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE A : Technical Submission/Questionnaire	

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A- B-BBEE Preference Claim Forms	

**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.

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### SECTION 3 QUOTATION FORM

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

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

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

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

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

#### Price Schedule

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Total Price (ZAR)
	Please utilise attached Pricing Schedule	-----	-----	-----

Delivery Lead-Time from date of purchase order : \_\_\_\_\_ [days/weeks]

#### Notes to Pricing:

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

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, 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:**

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet's website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

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

Transnet Operating Division	Unique Vendor Number	Yes / No

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). Alternatively, Respondents are required to provide the updated information with their bid submission.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



**SECTION 4**

**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 Supply of the Goods 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:

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*[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.

**BREACH OF LAW**

10. We further hereby certify that I/we **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:

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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 _____

**SECTION 5**

**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"**

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

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

**RFQ FOR THE PROVISION OF VEGETATION CONTROL**  
.....  
**FOR A PERIOD OF TWO (2) YEARS**

**ANNEXURE A : 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 20 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 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 contractor 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 contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor 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 RFP 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 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
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 5% 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 subcontractor 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 20 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 IDA 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 subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor 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 contractor 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 contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a

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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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# SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

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- PART B : VEGETATION CONTROL
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**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**  
**PART A - GENERAL**

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**A1. SCOPE OF WORK**

This contract covers the control and eradication of declared weeds and declared plant invaders in the rail reserve.

The area covered by this contract will be the **Bayhead and Durban Surrounds** by means of mechanical and chemical herbicide methods on Transnet property.

The geographical area controlled is under the total control of the Depot Engineer, Durban.

To this extent the areas treated chemically or otherwise in terms of this contract shall be;  
Rendered and maintained free of declared weeds

Declared invader plants eradicated

Obstructing vegetation as defined, for the periods specified herein.

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

The contractor shall be responsible for, all vegetation matters, for the proper delivery of the product as stated in this contract.

The Contractor shall obtain his/her own information regarding species (indigenous and exotic), occurrence and extent of vegetation to be controlled in order to comply with the required standards.

**A2. SUFFICIENCY OF TENDER**

A2.1 The contract will only be awarded to a tenderer who has experience in the **application of herbicides in Southern Africa**.

A2.2 A Site Inspection Certificate (E1A) section 9, signed by the Manager or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

**A3. DURATION OF CONTRACT**

The work provides for the control of vegetation for a period of **two years (24 months)** commencing on the awarding date of acceptance of tender with Transnet. The physical start date will be 14 calendar days after notification.

**A4. COMPLIANCE WITH STATUTES**

A4.1 The Contractor'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 Environmental Conservation Act (Act 73 of 1989).
- 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) (CARA) 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 1998)
- The above documents shall be purchased by the contractor

A4.2 Declared weeds and declared plant invaders means **Category 1, 2 & 3 plants** that are proclaimed under the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), listed in Regulation 15.

A4.3 Where herbicides are used, the Contractor's authorised representative shall be a **registered Pest Control Operator**, specialising in the field of weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Officer shall be in direct control of work taking place on site at all times whilst herbicides are being used.

#### A5. GENERAL

Notwithstanding what is stated in clause 11 of the Notice to Tenderers, Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices. Transnet may conclude one or more contracts as a result of this tender.

#### A6. GAURANTEES

Guarantees are not required in this contract

#### A7 TO BE PROVIDED BY TRANSNET

The following resources and services will be provided free of charge by Transnet where required:

A7.1 Water as a resource, required from Transnet's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor 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.

A7.2 Inspections of the areas of work by motor trolley may be arranged with the contract supervisor, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The contract supervisor shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

#### A8. NO EQUIPMENT SHALL BE PROVIDED BY TRANSNET

#### A9. TO BE PROVIDED BY THE CONTRACTOR

A9.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation for his/her employees away from any Transnet property. Toilet and showering facilities within depots may not be used. The use of mobile toilets is for the contractor's discretion.

A9.2 The Contractor 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. This may mean that the vehicles and trailers will have to be kept locked if unattended.

The Contractor 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 contract area.

**A9.3 GPS Device usage:**

This device shall be used at all work sites to communicate via photographs with added satellite to ground coordinates. In other words, the device shall capture all work in the field that has been done on a weekly basis, therefore the photographs will be sent to the contract supervisor's desktop computer on a weekly basis via email.

**A9.3.1 Minimum specifications of the GPS –**

- outdoor navigation
- built-in 8 MP auto-focus digital camera.
- each photograph to be geotagged (coordinates) allowing you to navigate back to that exact spot.
- shaded relief
- WAAS- and GLONASS-enabled GPS receiver and Hotfix satellite prediction.

**A10. SCHEDULE OF QUANTITIES AND PRICES**

A10.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in red ink) for the Works.

A10.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the document will be rejected and the cost of the work included in such items will not be held to be spread over and included in the prices given in the other items of work.

Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

A10.3 The short descriptions of the items in the schedule are for identification purposes only. The Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract.

The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

**A11 VALUE ADDED TAX**

A11.1 Value added tax shall be excluded from individual payment item rates as it will be added to the total of the specific inspection measurement.

**A12. EVALUATION OF TENDERS**

A12.1 Tenders may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials and methods which the Contractor proposes to use, as well as programmes and Transnet resources for the contract, will be considered during evaluation of tenders.

A12.2 The Tenderer shall submit as part of his/her tender, all relevant details of his/her:

- Methodology and production rate of works
- working plan/programme
- vehicle requirements
- machinery requirements
- water usage
- GPS device specifications
- herbicide product names, plant names and methods of treatment
- any other information needed to enable the tender to be evaluated as described above

### A13. SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Supervisor. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

### A14. SITE BOOKS

- A14.1 The "Site Instruction Book", shall have numbered sheets for receiving and recording instructions by the Supervisor and shall be clearly marked "Site Instruction Book".
- A14.2 An electronic spreadsheet as a "Site Diary" for production captures, and submitted on a weekly basis, as per Email on Mondays (Such as – date, weather conditions, staff availability, herbicide usage, area) If no entry was made, the "NIL" word must be entered. Any claim arising from delays that cannot be substantiated by reference to the site diary will not be considered. This site diary shall also be serving 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.
- A14.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application and conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.
- A14.4 Only persons authorised in writing by the Supervisor or Contractor may make entries in the site instruction book.
- A14.5 Receipt of materials supplied by Transnet shall be recorded in the "site diary". This would refer specifically to water taken from Transnet property. Place, time and approximate quantity of water will be recorded in the site diary.

### A15. INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

- A15.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.
- A15.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet.
- A15.3 Proof of inspection of all sites on the enclosed Site Inspection-Certificate must be signed.
- A15.4 The Schedule of Quantities and Prices must be completed in full.



- A15.5 An undertaking that all spraying and mechanical equipment will be ready for operation and that the spraying can commence timeously, to comply with requirements of the contract.
- A15.6 A list of registered products to be used in the work, supported by specimen labels, indicating:  
Trade name  
Generic name  
Registration Number  
Ingredients (type and content) as shown on the label  
Application rates  
Hazardous chemical data sheets must accompany each herbicide specimen label

**PLANT SPECIES LIST SUPPLIED ON ADDENDUM 1**

All relevant herbicide labels shall be linked to specific plant species to be controlled.

The Manager's approval shall first be obtained for use of other herbicides.

- A15.7**
- 1 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals and design mixtures.
  - 2 The precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.
  - 3 The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The herbicides specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

The Contractor shall not depart from the minimum material usage tendered, without approval from the Supervisor.

**A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.3, must be submitted**

**A15.8 HEALTH AND SAFETY**

A15.10 Colour photographs of all safety wear (personal protective equipment) as per operator type shall be supplied. This shall include ALL personal on site. Each operator type shall be displayed on an A4 size colour photograph.

A15.11 Certified copies of all original certificates shall be required. This will include in all probability the following certificates and licenses:

- Pest control operator certificates as in clause A15.9
- Vehicle driver licenses
- Brush cutter-operator-certificates
- Chainsaw-operator-certificates
- First aider certificates

A15.12 The person/s responsible for on-site safety shall be elected by the contractor.

**INVASIVE PLANTS – Terrestrial (addendum 1)**

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>ZONE</u>
<i>Acacia mearnsii</i>	Black Wattle	NML-CN
<i>Anredera cordifolia</i>	Madiera vine	SC-BYD
<i>Arundo donax</i>	Giant reed	SC-BYD-NML
<i>Caesalpinia decapetala</i>	Mauritius Thorn	CN-S/C
<i>Canna indica</i>	Wild Canna	SC-BYD-NML
<i>Cardiospermum grandiflorum</i>	Balloon vine	BYD-NML-S/C
<i>Casuarina cunninghamiana</i>	Beefwood	SC-NML
<i>Cestrum laevigatum</i>	Ink Berry	SC-BYD-NML
<i>Chromolaena odorata</i>	Triffid Weed	SC-BYD-NML
<i>Euphorbia cyathophora</i>	Wild Poinsettia	NML
<i>Ipomoea alba</i>	Moonflower	BYD
<i>Ipomoea cairica</i>	Coastal morning glory	SC-BYD
<i>Jacaranda mimosifolia</i>	Jacaranda	SC-BYD-NML-CN
<i>Lantana camara</i>	Common Lantana	SC-BYD-NML-CN
<i>Leucaena leucophala</i>	leucaena	SC-BYD-NML
<i>Melia azedarach</i>	Syringa	SC-BYD-NML-CN
<i>Morus alba</i>	Mulberry	SC-BYD-NML
<i>Opuntia ficus-indica</i>	Prickly pear	SC-NML-CN
<i>Pennisetum purpureum</i>	Napier grass	SC-NML-BYD
<i>Psidium guajava</i>	Guava	SC-BYD-NML
<i>Rhus succedanea</i>	Wax Tree	NML-CN
<i>Ricinus communis</i>	Castor Oil Bush	SC-BYD-NML
<i>Rubus cuneifolius</i>	American bramble	SC-BYD-NML-CN
<i>Schinus terebinthifolius</i>	Brazilian Pepper	SC-BYD-NML
<i>Senna didymobotrya</i>	Peanut Cassia	NML-CN-BYD
<i>Sesbania punicea</i>	Brazilian Glory Pea	NML-CN
<i>Solanum mauritianum</i>	Bug Weed	SC-BYD-NML-CN
<i>Tecoma stans</i>	Yellow bells	SC-BYD-NML
<i>Tithonia diversifolia</i>	Mexican Sunflower	SC-BYD-NML
<i>Parthenium hysterophorus</i>	Parthenium Weed	S/C-BYD-NML
<i>Argemone mexicana</i>	Mexican Poppy	S/C-BYD-NML
<i>Cascabela thevetia</i>	Yellow Oleander	S/C-BYD-NML

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS  
PART B: VEGETATION CONTROL**

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"PREVIEW COPY ONLY"

**B1. SCOPE**

**B1.1** The scope of the work consists of the control and eradication of declared weeds and declared plant invaders in the rail reserve, excluding yard areas, from **Bayhead and Durban Surrounds** as indicated in the Schedule of Quantities and Prices.

This includes all trees and shrubs growing near open lines or cable routes deemed threatening to the normal operation of on-track machinery and vehicles.

**B1.2** The essence of the contract is that Transnet requires vegetation to be brought under control and maintained at a certain standard as specified, for the duration of the contract period.

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 contract.

**B1.3** The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet, however, shall have the right to monitor the materials and activities of the Contractor 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 and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

Failure to comply with the minimum performance proposed by the Contractor 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 contract.

**B1.4** The Contractor 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.

**B2. DEFINITIONS****B2.1 RAIL RESERVE****B2.1.1 CONTROL**

Control is achieved when all existing or potential growth of the declared weeds and declared plant invaders are permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that :

- the constituent parts of the declared weeds and declared plant invaders occurring within the area of treatment (work-lots) cease to exist as living organisms or entities; and
- declared weeds and declared plant invaders have been cut back to a height of 0.5 meters or lower and that the remaining stumps cease to exist as living organisms or entities; and
- No new growth, such as seedlings or saplings, of declared weeds or declared plant invaders, of any height occur; and
- There are no dead or dry remains of the vegetation within the treated area which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

Control constitutes a process or situation where the destruction of any new growth or re-growth of the declared weeds and declared plant invaders on treated areas occurs on an *on-going basis* and not only at the time of measurement and payment inspections.

### B2.1.2 AREAS

Areas shall be defined as the entire surface area of cuttings, embankments and flat areas.

### B.2.1.3 WORKLOTS

A work-lot is a subdivision of any area on which the contractor shall control vegetation.

A work-lot is 250 square meters and shall be measured according to the following parameters: starting at 3 meters from the centre of track, (track verge area) and proceeding toward the fence/boundary line.

**B2.2** The rail reserve is the railroad property and includes the areas adjacent to the track from fence to fence.

**B2.3** Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping areas within the railway reserve.

**This may also include radio masts, signal equipment, relay stations and electrical sub-stations and other specified areas outside the railway reserves.**

**B2.4** 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.

**B2.5** Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

**B2.6** A cabled cable route is the area directly beneath or adjacent to places where signal or other cables are suspended above ground level. Such routes are not necessarily adjacent track-work.

### B2.7 OBSTRUCTING VEGETATION

This includes all vegetation of the following nature:

- Overhead cables must be free of all vegetative matter within a 5m radius.
- All protruding vegetation (inclusive of overhanging canopies but excluding grass) within 6m from the centre of the track.
- All vegetation obstructing the line of sight of essential traffic signs.
- All other vegetation as pointed out by the Manager that is deemed threatening to the normal operation of the track.

**B3. METHOD OF VEGETATION CONTROL**

**B3.1** The Contractor's methods and program shall provide rapid and effective control in all areas, but particularly building surrounds, staked cable routes, level crossings, shunting yards and approaches to stations. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

**B3.2** The type of herbicides and the methods of application to be employed are as specified by the Contractor per Part A and are subject to the approval of, and monitoring by the Manager.

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.

**B3.3** Any deviation from the method of work submitted as per clause A16.7 by the Contractor shall be subject to the approval of the Manager.

**B3.4 SITE CONDITION AND ACCESS**

Further to what is stated in clause B.1. of this specification, eradication of trees and shrubs may normally be required on the side slopes of embankments and cuttings. The Contractor shall make due allowance for work being carried out on steep slopes.

Access will be by way of Transport service roads. However these roads may not meet up with all work-sites. Therefore it is the responsibility of the contractor to be well aware of this fact when undertaking the initial site inspection. Access roads may branch or be interlinked from other service roads such as farm roads or public district roads.

**B3.5 EXISTING VEGETATION**

The Contractor shall not damage existing indigenous vegetation that is not threatening to the normal operation of on-track machinery and vehicles and he/she shall be held responsible for the full reinstatement thereof should avoidable damage of any nature occur.

**B3.6 DISPOSAL OF VEGETATIVE MATERIAL**

Further to clause B2.1.1 of this specification, the Contractor at no additional cost shall remove all vegetative matter resulting from the cutting and eradication of declared weeds and declared plant invaders (trees and shrubs), from all the cuttings. The Contractor is to ensure that no vegetative matter is deposited into open lined concrete channels, earthen drains above or below cuttings and culvert inlets and outlets. No disposal of vegetative matter may be done on adjacent lands. (See Part D: Diagram D1).

All vegetative matter produced as a result of cutting of trees and shrubs must be removed from the top two meters of the bank. Suitable areas and/or methods will be agreed to with the Manager on site prior to disposal of cut material.

Vegetative matter to be removed from cuttings is not allowed to take place across the railway lines without the necessary protection in place, and agreed to by the Manager.

**B4. STANDARDS OF WORKMANSHIP**

B4.1 Standard of vegetation control for individual work-lots in the Rail Reserve:

B4.1.1 Vegetation control shall be such that there is no live declared weeds and declared plant invaders exceeding 500mm in any dimension, occurring in the work-lot,

This excludes overhanging canopy growth of plants: -

- (i) With rootstock established entirely outside the work-lot
- (ii) With rootstock established on the boundary of the work-lot provided that control was achieved over the remainder of the work-lot

The boundary concerned is not the boundary of an adjoining work-lot.

B4.1.2 In addition, there shall be no dry or dead remains of declared weeds and declared plant invaders within the work-lot greater than 100mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet 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 Manager.

B4.2 For this contract, the Contractor 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 Manager prior to work starting.

B4.3 Overall control

B4.3.1 The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

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

B4.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor

**B5. PROGRAMME OF WORK**

B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Manager for approval full particulars thereof within 2 weeks from the date of notification by Transnet of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

B5.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,

- B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
- B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- B5.3 The Contractor 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.
- B5.4 The Contractor's program shall allow for commencement with the initial application of chemicals at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than 14 weeks after commencement of the initial application.
- B5.5 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.
- B5.6 **In addition to the annual programme provided for in terms of B5.1, the Contractor shall submit daily working programs to the Manager, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without notifying the Manager, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.**



**B6. PERFORMANCE MONITORING AND EVALUATION**

- B6.1 The Contractor 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.
- B6.2 The Manager shall at any time during the application periods carry out inspections of the Contractor's performance methods and procedures.
- B6.3 The Manager shall, during each year of the contract, carry out four official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved.

**The Manager will inform the Contractor 14 days in advance of the schedule of these inspections and will arrange the transport such that adequate space and time is available for the purpose of the inspection.**

The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Supervisor. Completion of the Contractor's program and after he/she has notified the Manager that he has inspected the work and that control has been achieved.

- B6.3.1 **The first inspection will take place 16 calendar weeks** after the actual start date (awarding date) and will be evaluated on the specified level of control as described in B4.1 and B4.2.
- B6.3.2 **The second inspection will take place 12 weeks** after the first inspection, and will be evaluated on the specified level of control as described in B4.1 and B4.2.
- B6.3.3 **The third inspection will take place 12 weeks** after the second inspection, and will be evaluated on the specified level of control as described in B4.1 and B4.2.
- B6.3.4 **The fourth inspection will take place 12 weeks** after the third inspection, and will be evaluated on the specified level of control as described in B4.1 and B4.2.

**The inspection times for the second year of the contract** will be evaluated on the specified level of control as described in B4.1 and B4.2.

- B6.3.4 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".
- B6.4 In the case where the Manager and the Contractor fail to agree on whether a work-lot has failed, the work-lot shall be recorded as a "disputed work-lot" and the Contractor shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution.
- B6.5 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalize the Contractor for that inspection.

#### **B7. REMEDIAL WORK**

B7.1 The Contractor shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to Transnet Operations, from the treated work-lots.

B7.2 The Manager may, at any time after the first measurement, order the Contractor to carry out remedial action, to commence within 1 calendar week after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Manager for his/her approval. Failing to do so, the Manager may arrange for such action to be carried out by others at the cost of the Contractor.

#### **B8. DAMAGE TO FAUNA AND FLORA**

B8.1 The Contractor 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.

The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature which may damage commercial crops indigenous vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

B8.3 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 Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

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

B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

**B8.5 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet property is also strictly prohibited.**

B8.6 **Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Manager or his/her deputy) prior to the start of the Contractor's program.**

**B9. MEASUREMENT AND PAYMENT**

- B9.1 Payment will be based on the numbers of worklots treated as instructed by the Manager and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B4.1.
- B9.2 No payment will be made for rejected work-lots where control achieved does not meet the standards of control specified.
- B9.3 Measurement and payment for the work completed will be made in 4 stages per year as follows:
- B9.3.1 After completion of the initial program of the entire contract area the Manager or his/her deputy and the Contractor will measure the work performed (number of work-lots and level crossings treated) in accordance with clause B6.3.1. The Contractor will thereafter receive **payment at 40% of the rates tendered** for all of the completed work.
- B9.3.2 A second measurement and evaluation will be made after the first official inspection conducted in accordance with clause B6.3.2. The Contractor will thereafter receive **payment at 20% of the rates tendered** for all work-lots where control as specified has been achieved.
- B9.3.3 A third measurement and evaluation will be made after the second official inspection conducted in accordance with clause B6.3.3. The Contractor will thereafter receive **payment at 20% of the rates tendered** for all work-lots where control has been achieved.
- B9.3.3 A fourth measurement and evaluation will be made after the third official inspection conducted in accordance with clause B6.3.4. The Contractor will thereafter receive **payment at 20% of the rates tendered** for all work-lots where control has been achieved.
- B9.3.4 **The same measurements and payment percentages apply to the second year of the contract.**
- B9.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labor, material consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

No additional payment will be made for the procurement, handling transport and incidental costs in the amount tendered for the removal, treatment and disposal of trees and shrubs and other plant material which may occur as the result of removal / cutting.

Payment will be based on the numbers of work-lots treated as instructed by the Manager and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B4.1.

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**PART C: SCHEDULE OF QUANTITIES**

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		<b>PAGE NO.</b>
<b>C1</b>	<b>SUMMARY</b>	<b>C1</b>
<b>C2</b>	<b>RAIL RESERVE</b>	<b>C2</b>

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**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**PART D: SCHEDULE OF DIAGRAMMS**

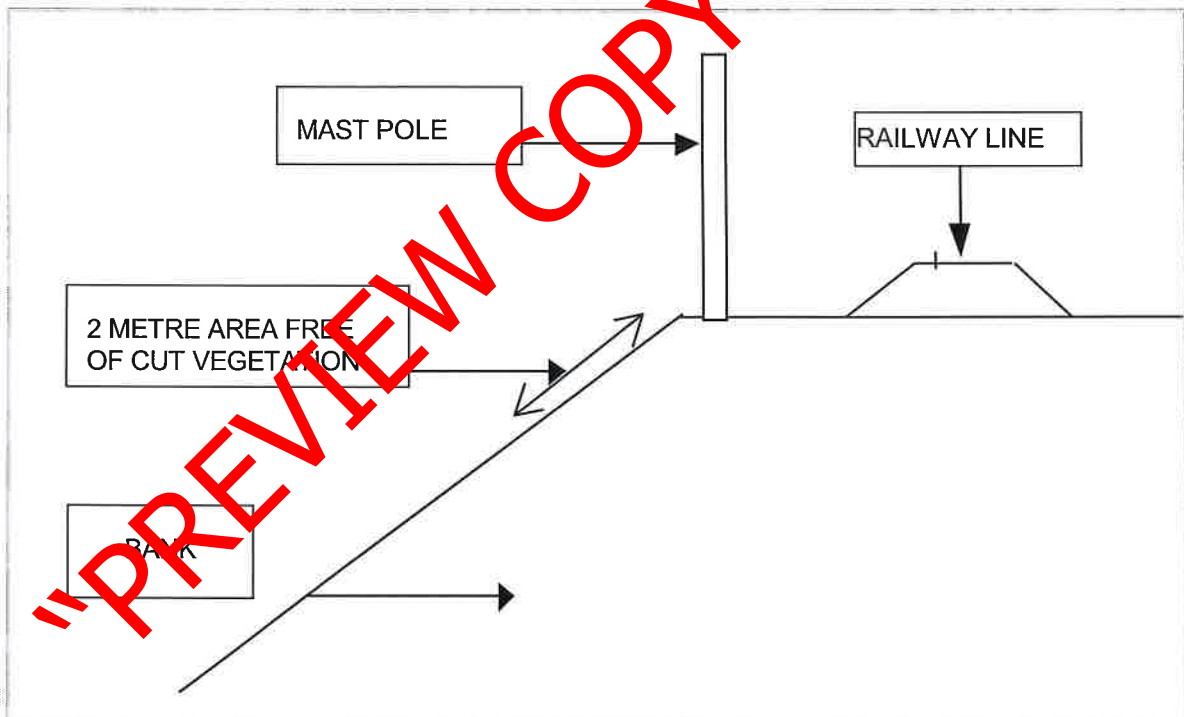
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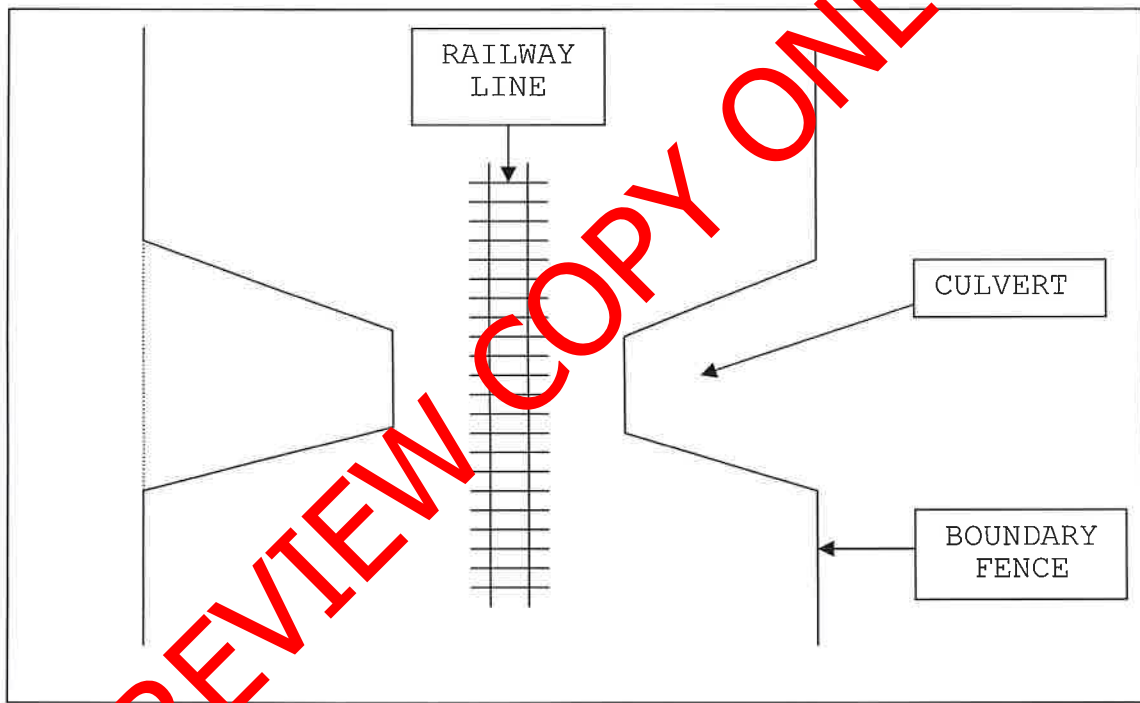
**PART D: SCHEDULE OF DIAGRAMMS**

**D1: DIAGRAM OF BANK**



**PART D: SCHEDULE OF DIAGRAMMS**

**D2: DIAGRAM OF CULVERT**



**PART C - SCHEDULE OF QUANTITIES AND PRICES - BAYHEAD, DURBAN, PINETOWN, UMKOMAAS**

Place	Description	HA PER CYCLE	WORK LOTS PER CYCLE 250 SM	RATE PER WORK LOT YEAR 1	TOTAL FOR YEAR 1	RATE PER WORK LOT YEAR 2	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
<b>Bayhead yards</b>								
A	control and eradication of declared species on-going	33	1320					
B	management of veldt grasses on service roads - 6 cuts	5.28	211.2					
C	management of vegetation in waste sites	1.8	72					
D	Level crossings - 6 cuts	0.0001	0.8					
E	big balloon cut & manage	2.6	104					
F	loco cut & manage	1	40					
G	canal ser roads cut & manage	0.27	10.8					
<b>West's line</b>								
A	control and eradication of declared species on-going	8	320					
B	hazardous trees - 10 each	6	240					
C	culverts inlet & outlet - 25 each	0.3	12					
<b>Durban yards</b>								
A	south control & eradication of declared species on-going	5	200					
B	north control & eradication of declared species on-going	5.5	220					
<b>Pinetown yards</b>								
	control and eradication of declared species on-going	1	40					
<b>Umkomaas feeder</b>								
	control and eradication of declared species on-going	2	80					
	<b>GRAND TOTALS</b>	<b>71.75</b>	<b>2870.8</b>					

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4.

**Ability to deliver ongoing vegetation control**

**Staff numbers**

QTY	GRADES AND RESPONSIBILITIES

**Vehicle, machinery, implements and tools availability**

Type	Description

5.

**Environmental emergency herbicide spillage  
plan**


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