

**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 VEG 21696**

**FOR THE PROVISION OF:**

**VEGETATION CONTROL IN VEREENIGING ON AS AND WHEN REQUIRED BASIS  
FOR A PERIOD OF 12 MONTHS**

**FOR DELIVERY TO: VEREENIGING**

**ISSUE DATE: 10 JUNE 2016**

**BRIEFING DATE: 15 JUNE 2016**

**BRIEFING VENUE: INFRA BUILDING CORNER STORES AND KESWICK STREET,  
GERMISTON**

**BRIEFING TIME: 10:00 am**

**CLOSING DATE: 23 JUNE 2016**

**CLOSING TIME: 10:00 am**

For direction to briefing, please contact Xolisa Kilani on 011 570 7451  
[Xolisa.Kilani@transnet.net](mailto:Xolisa.Kilani@transnet.net)

**PLEASE BRING THE VALID TENDER DOCUMENT ON THE DAY OF BRIEFING, ALSO ENSURE  
THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST TO SITE.**

**PLEASE NOTE THAT IF YOU DON'T BRING VALID TENDER DOCUMENT, SAFETY  
BOOTS AND REFLECTIVE VEST YOU WILL NOT BE ALLOWED IN THE BRIEFING  
SESSION AND ACCESS TO SITE.**

**SUBMISSIONS SHOULD BE IN DUPLICATE HARD COPIES [1 ORIGINAL AND 1 COPY]**



#### **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 ;  
or
- 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 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 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 highest 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 100% to 80% if no Bidders pass the predetermined minimum threshold.

**10 Specification/Scope of Work**

**Refer to ANNEXURE B**

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056**

"PREVIEW COPY ONLY"

**RFQ FOR THE PROVISION/SUPPLY OF: Vegetation Control in Vereeniging on As and When  
Required Basis for a period of 12 Months**

**CLOSING VENUE: the Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the  
Ground Floor, Inyanda house 1, 21 Wellington Road, Parktown**

**CLOSING DATE & TIME: 23 JUNE 2016 AT 10:00 AM**

**VALIDITY PERIOD: 90 Business Days**

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents <ul style="list-style-type: none"> <li>• Letter of Good Standing</li> <li>• Bidder to register with the National Treasury Central Supplier Database</li> </ul>
<b>Substantive (mandatory) responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> <li>• Pest Control Certificate</li> <li>• Valid Operator Brush Cutter Certificate</li> <li>• Valid Operator Chain Saw Certificate</li> <li>• List of registered herbicides to be used in the work, supported by full specimen labels (tabled) – <b>refer to A9 of Annexure B (Specification) Page 25</b></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>

**2 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 October 2016.

**3 Disclosure of Prices Quoted**

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

YES  NO

**4 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:

<b>Mandatory (Substantive) Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Briefing Attendance Certificate	
- Pest Control Certificate	
- Valid Operator Brush Cutter Certificate	
- Valid Operator Chain Saw Certificate	
- List of registered herbicides to be used in the work, supported by full specimen labels (tabled)	
SECTION 3 : Quotation Form	
ANNEXURE C - Compliance to Specification (Clause by Clause Declaration Form)	

- 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.***

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
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]	
- Letter of Good Standing	
- ANNEXURE A - B-BBEE preference points claim form	

**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.

**RFQ SITE MEETING**

**A COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:**

**Venue: Infra Building Corner Stores and Keswick Street, Germiston**

**Time:** 10:00 AM

**Date:** 15 JUNE 2016

The briefing session and site inspection meeting are compulsory and companies not attending **will be excluded** from the tendering process.

**ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....

.....

TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE :.....

DATE :.....

**VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE BRIEFING SESSION WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

"PREVIEW COPY ONLY"



### **SECTION 3**

### **QUOTATION FORM**

I/We \_\_\_\_\_

hereby offer to supply the 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 afresh and/or having to accept any less favourable offer.

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

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

**Price Schedule**

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

**SCHEDULE OF SERVICE FEES AND COSTS**

Item No	Description of Services	Size	Rate per item
1	Rate per small tree	1-4 M in height	R .....
2	Rate per medium tree	4-8 M in height	R .....
3	Rate per large tree	8 M and over	R .....
4	Rate for hoeing	Per M <sup>2</sup>	R .....
5	Rate per cleaning work lot (cutting and spraying)	Per M <sup>2</sup>	R .....
6	Rate for cleaning vegetation in cutting area	Per M <sup>2</sup>	R .....
7	Rate for clearing reeds	Per M <sup>2</sup>	R .....
8	Rate per kilometre, travelling cost from the Depot, to the work area and from work area to the Depot	Per Km	R .....
<b>Total</b>			R.....

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

**Notes to Pricing:**

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

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 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
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). 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:

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

*[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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 SUPPLY / PROVISION OF  
VEGETATION CONTROL IN VEREENIGING AS AND WHEN REQUIRED  
FOR A PERIOD OF 12 MONTHS**

**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 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 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 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 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 10 / 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 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 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 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:.....

"PREVIEW COPY ONLY"

## **ANNEXURE B: SPECIFICATION FOR AS AND WHEN CONTRACT KBS VEGETATION CONTROL**

### **Part A: GENERAL**

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

This contract covers the control of vegetation including the felling of trees, bush clearing, hoeing or any associated vegetation control work, performed by the Contractor for the successful completion of this contract on a as and when basis, in accordance with the true meaning and intent of the contract document.

The work will be done by means of portable mechanical and all the necessary equipment needed to complete the works on Transnet property in the geographical area controlled by the Depot Engineers Vereeniging depot as per the Schedule of Quantities and Prices.

**Due to the nature, the extent and safety implications of the work under this contract, the contract may be awarded to one Contractor.**

#### **Vereeniging Depot:**

**Germiston- Vereeniging,  
Vereeniging- Wolwehoek-Sasolburg,  
Vereeniging- Cachet,  
Bank- Midway,  
Union - Withok  
India - Karsene,  
Crown – Langlaagte  
Kaalfotein- Elandsfotein  
Nights-Angelo  
Germiston- Driehoek**

## **A.2 SUFFICIENCY OF TENDER**

The contract will only be awarded to a tenderer who has experience in the field of vegetation control (tree felling) in Southern Africa.

A site Inspection Certificate (E4A) signed by the Technical Officer 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 the extent of species of vegetation to be controlled and all aspects that will and / or may effect such control and costs thereof.

## **A.3 DURATION OF CONTRACT**

The work provides for the control of vegetation for a period of one year (12 Months) commencing on the date of notification of acceptance of tender with Transnet.

## **A.4 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL**

**The following services will be provided by Transnet Freight Rail where required:**

Water as required from Transnet Freight Rail'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 from the water point provided and to ensure that the water is suitable for its intended use.

Inspections of the work areas by vehicle may be arranged with the Technical Officer or his/her deputy.

## **A.5 TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor is responsible to supply his own accommodation, equipment, transport and labour needed to complete the work covered by the contract.

No accommodation is allowed on Transnet's property, the Contractor shall provide all accommodation, toilet facilities and any other facility needed for his/her teams during the contract period. These facilities may not be erected on Transnet property and none of Transnet's facilities will be available for usage by the Contractor or his/her teams.

The Contractor shall provide safe and secure storage facilities for all equipment brought onto on the site.

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 work area.

The Contractor shall provide his/her employees the proper safety protection clothing (PPE) and equipment while working on Transnet property and for the duration of the Contract.

The Contractor shall appoint at the work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic.

These employees shall operate an audible warning device to timeously warn all personnel on the work site of approaching rail traffic.

All personnel must follow an effective safety procedure while working on site.

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.

The personnel of the Contractor shall at all times during the vegetation control process wear reflective safety jackets. These reflective jackets must be in an acceptable colour and preferably bear the name of the contractor's company.

The Contractor need to clarify the colour of the reflective vests that will be used during the contract period with the Technical Officer, before work commence.

#### **A.6 COMPETENCY TRAINING**

##### **Tenders shall note the following competency requirements:**

A certificate of competence for the responsible person(s) in charge of site supervision may be acquired at Transnet Freight Rail's Esselen Park training centre and involves the successful completion of a training module with a written test, presented over three days. It is valid for two (2) years.

Transnet Safety Training is required of any person who work in the vicinity of electrification equipment (not closer that 3m of) 'live' equipment. Electrical Awareness Safety Training must be done by all staff members of the successful Contractor; the training module is over three days for supervisors and one day for general workers at Esselen Park, School of Rail Johannesburg.

Training mentioned above is for the account of the Contractor and must be directly arranged with the Esselen Park Training Centre at telephone number 011-929 1571 or per facsimile at 011- 929 1229.

The Tenderer shall allow for the provision of personnel to warn train drivers of the work-teams on the line, the position of this person will be 1.5 km from both sides of the work site. Once-off training will be provided by Transnet Freight Rail free of charge, will require a minimum of four (4) working days and a clear understanding of the English language is a prerequisite for the person.

In addition to the above mentioned competency training, safety induction training is required from the entire Contractor's personnel include the Contractor him/her who will work in the vicinity of the railway line. This is done once-off by Transnet Freight Rail free of charge, and is thereafter the responsibility of the Contractor.

During the execution of the contract, the Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.

#### **A.7 STANDARDS OF WORKMANSHIP**

The Contractor shall not depart from the method of work without the approval of the Technical Officer or his/her deputy.

#### **A8. COMPLIANCE WITH STATUTES**

**The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;**

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies
- b) Act (Act 36 of 1947) as amended.
- c) The Hazardous Substance Act (Act 15 of 1973) as amended.
- d) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- e) The Environmental Conservation Act (Act 73 of 1989).
- f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- h) Common law of nuisance.
- i) The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- j) The Occupational Health and Safety Act (Act 85 of 1993)
- k) National Veld and Forest Fire Act No. 101 of 1998
- l) Mountain Catchment Area Act (Act 63 of 1970)



### **A.9 INFORMATION TO BE PROVIDED WITH TENDER**

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

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.

Whether the tenderer intends to work on Saturdays or Sundays or is prepared to work on such days if required to do so by Transnet Freight Rail.

The Schedule of Service fees and Costs must be completed in full.

The Contractor shall not depart from the methods of the work, without approval from the Technical Officer or his/her deputy.

Proof of inspection of the sites must be enclosed on the Site Inspection Certificate.

An undertaking that all personnel and equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

#### **A list of registered herbicides 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

Where herbicides are to be used for stump treatment it is required that a suitable colorant be added to herbicide or that an herbicide containing a colorant be used. Detail of the colorant, and which products they are to be used, must be provided.

A description of the methods to be used for controlling the vegetation must be provided.

The Contractor shall not depart from the methods of work tendered, without approval from the Technical Officer or his/her deputy.

The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer. Details of the sub-contractor must be handed in by the primary Contractor.

Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator**, specialising in the field of industrial weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

A certified copy of the Pest Control Officer' certificate must be handed in with the tender document. This certificate must be valid for the duration of the Contract.

#### **A10. RETENTION MONEY**

Retention money will not be deducted from payments.

#### **A11. GENERAL:**

The attention of Tenderers is directed to all the various documents comprising these tender documents and including, inter alia, General Conditions of Contract, Special Conditions of Contract and Specifications and Bills and/or Schedule of Quantities and/or Prices. Particular attention must be given to –

- Unless otherwise stated in any of these tender documents, Tenderers are required to submit an offer, complete in every respect and fully in compliance with the specifications. If, in a Tenderer's opinion, justification exists for the submission of one or more alternative tender(s) such offer(s) must, as in the case of the main tender(s), be complete in every respect.
- Tenderers are requested to quote per item and to indicate the rate tendered per item.
- Tenderers are required to give a list of major items of plant and/or equipment to be used in the execution of the WORKS and must complete the plant statement where this is attached to the tender documents.
- Tenderers must furnish proof that they have had actual experience in the class of work for which they are tendering and must submit with the tender, a statement of works recently and successfully carried out.

- Compliance of tender(s) with Transnet's Limited requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

The attention of Tenderers is particularly directed to the necessity to complete the "Labour Payment Schedule", "The Tender Form" and "Resolution of Board of Directors", where these documents are included in the tender.

The terms of the "Principal Controlled Insurance Policy" is negotiated by Transnet each year, therefore, the conditions of the policy embodied in this tender enquiry/contract is valid only for the period as stated in the policy. In the event of an occurrence that may arise during the course of a contract the rates/conditions of the latest policy i.e. applicable at date of occurrence, shall apply.

The Contractor hereby warrants that it is a BEE Influenced Company under the requirements of the BEE Act read with the Codes, it being recorded that the percentage shareholding as proposed by the Contractor and set out in the BEE Plan are held by Black Persons.

The Contractor hereby warrants that it has established a BEE plan in the form set out in the Contractor's Black Economic Empowerment Plan (the "**BEE Plan**") and intended to meet its social obligations with respect to the government's BEE policy.

The Contractor shall for the duration of this Agreement comply with the BEE Plan.

The Contractor shall:

Monitor, audit, and record in an auditable manner, its own implementation and compliance with BEE Plan;

Provide Transnet Freight Rail with such information as Transnet Freight Rail may reasonably requests concerning the implementation by the BEE Plan.

If Transnet Freight Rail reasonably considers that the Contractor is not at any time complying with the BEE Plan then Transnet Freight Rail may make such recommendations, as Transnet Freight Rail considers reasonably appropriate to the Contractor as to the steps it considers should be taken by the Contractor in order for the Contractor to comply with the BEE Plan.

If the Contractor does not implement such recommendations then Transnet Freight Rail may request a meeting with the Contractor to consider such non-compliance. The Parties shall attend such meeting. At such meeting the Parties shall agree whatever action plans and deliverables may be necessary such that

once such action plans are implemented and deliverables delivered, the provisions of previous clauses will be complied with. The Contractor shall implement such action plans and deliver such deliverables.

If the Contractor fails to implement the action plans agreed to such failure by the Contractor shall constitute a material breach of contractor entitling Transnet Freight Rail to terminate the contract with immediate effect.

#### **A.12 HEALTH AND SAFETY PLAN**

The Contractor must draw up a Health and Safety Plan that will constitute as a guide for a safe working and a healthy environment for the Contractor and his/her employees.

This guide must be present on site on a daily basis for the duration of the Contract and it should be used during the Contractors morning safety discussion sessions before work starts with his/her employees.

The objective of the Health and Safety Plan is to comply with the terms and norms of the Occupational Health and Safety Act.

#### **A.13 SITE MEETINGS**

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

#### **A.14 SITE BOOKS**

The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical Officer for the duration of the contract.

The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.

The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis.

The provision of a calculation book is required on site and daily entries of all operations are requested to be recorded in this book. Neither of these books shall be removed from the site without the permission of the Technical Officer or his/her deputy.

### **A.15 TEMPORARILY CAMPS**

No facilities are available at the mentioned work areas. The Contractor must arrange for all facilities needed, and these costs must be included in the tendered price.

Contractors are not allowed to camp within Transnet rail reserve or within the various sections.

Any toilet facilities brought on the work site must comply with the E4B documentation of the Contract.

Under no circumstances is the Contractor or his/her personnel allowed on Transnet property after sun set or before sun rise at the various work sites.

### **A.16 DELAYED DAMAGES**

If a Defect included in the Defects Certificate shows low performance with respect to a level stated in the Contract Data, the Contractor pays the amount of low performance damages in the amount of 60% of the prices rendered by the Contractor.

Transnet Freight Rail reserves the right to approach the Contractor with the second lowest price rendered to complete the works.

### **A.17 VELD FIRES**

Under no circumstances may the Contractor or his/her employees make fires within Transnet property. Any fire which occurs as a result of the Contractor or his/her staff, the Contractor will be held fully responsible and accountable for the occurrence and damages there off. Any damages and costs for these damages will be for the account of Contractor at no charge to Transnet.

### **A.18 REACTION TIME**

The Contractor will be available and punctual for callouts throughout the contract period.

After being ordered to be on site by the Technical Officer or his/her Deputy, the Contractor will start work within 48 hours (weekends included).

## **PART B: PROJECT SPECIFICATIONS**

### **VEGETATION CONTROL**

#### **Part B:**

#### **B.1 SCOPE**

The scope of this contract covers the control of vegetation including: Tree felling operations and bushes clearing, herbicide usage, hoeing or any associated works, performed by the Contractor on based on their contract term on Transnet property controlled by the Depot Engineer, Vereeniging Depot.

This part covers the techniques, types and 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.

The essence of the contract is that Transnet Freight Rail requires that vegetation to be controlled to a required standard as specified, for the duration of the contract period.

The ways and means by which the above-mentioned results are obtained is the responsibility of the Contractor. Transnet Freight Rail however, have the right to monitor the equipment, materials and activities of the Contractor to ascertain that all procedures are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of the work. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory work.

Failure to comply with the performance proposed by the Contractor in the contract period, the Contractor's tender may form the basis for non-payment for work done, pending the achievement of work and/or termination or cancellation of the contract.

#### **B.2 DEFINITIONS**

#### **VEGETATION CONTROL**

##### **Control is achieved when;**

- Woody plant material, i.e. trees, bushes, reeds and weeds has been cut back to a maximum height of 30 cm,
- All cut plant material is sprayed with the proper herbicide as registered for specific plant species.

- Felled tree and bush material with diameter exceeding 150mm is cross cut into lengths of at least 1m sections. Cross cutting will take place immediately after the felling of a particular tree.
- All cut, dead or dry remains of any vegetation within the work area are removed where it will not constitute a danger to Transnet employee, or it must be removed to a site designated on Transnet property by the Technical Officer or his/her deputy,
- No cut material falls over or is placed in neighbouring property.
- Any plant or other material type be removed from the neighbouring property,
- No plant or other type material is left on the boundary fence of Transnet.
- If there is no re-growth of vegetation occur at any seasonal period during the year of the contract period.
- With regards to work lots as indicated in the Schedule of Service Fees and Cost, the cleaning of all vegetation within the area will be regarded as inclusive to that work lot. If for instance trees and shrubs (1m and higher than 8m) are found within the work area (lot), these species must be regarded as part of the vegetation that needs to be controlled and not separate from the work area. All plant species within the work lot (including grass species) must be cut back to the required height of 30 cm.
- All plant material overhanging in a work lot area must be removed or cut back.
- **Under no circumstances may the felling of trees take place if the remote possibility exist that such trees, when felled, may endanger the safe passing of trains or could result in trains being delayed, or could cause damage to rail network infrastructure. In these cases the appropriate Transnet personnel must be present on site and sufficient precautions taken i.e. Flagmen must be stationed to warn and or stop approaching rail traffic and or electrical switching has taken place.**

### **B.3 METHOD OF VEGETATION CONTROL**

The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques and programming employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.

Any deviation from the method of work submitted as by the Contractor shall be subject to the approval of the Technical Officer.

#### **B.4 STANDARDS OF WORKMANSHIP**

Cut woody plant material, i.e. trees and bush must be cut to the specified height.

There must be no cut, dead, or dry remains of any vegetation within the work area. In instances where the Contractor is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Technical Officer or his/her deputy.

The Contractor must ensure that no plant material fall into the neighbours property, if such instances occur, the Contractor must return to the area that work to rectify the situation at no cost to Transnet.

The Contractor must employ safe and effective methods to ensure good, quality work.

#### **B.5 WORK ORDERS**

The Technical Officer will hand the Contractor specific work order for each specific work area where control of vegetation is required.

Additional work will not be added to the work order if the Technical Officer did not specify the additional work beforehand.

#### **B.6 PROGRAMME OF WORK**

The Contractor shall undertake the planning and programming of the work covered in the contract as stipulated in the Schedule of Service Fees and Cost, when it is requested from the Technical Officer.

Transnet requires that the Contractor to be present on site to start work within 48 hours after been notified by the Technical Officer.

#### **B.7 PERFORMANCE MONITORING AND EVALUATION**

The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the work performed.

He/she shall immediately take appropriate remedial action in areas where the specified standard of work is not achieved.



For the duration of the contract period, revisits of the work areas must be employed in order to verify the successful administration of the tree felling. In the instance where re-growth had occurred, it will be the Contractor's responsibility to re-administer tree felling to obtain the necessary success. This will be done at the Contractor's own costs.

The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures.

### **B.8 SAFETY (GENERAL)**

Before any work is performed, the Contractor must have a safety talk (which is recorded in the Site Diary) with his/her employees to ensure everyone's safety during the day.

The Contractor is reminded that working adjacent to railway lines is hazardous and has to be treated as such. Open fires are not allowed on site. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by the Contractor will be for his own account.

The Contractor must ensure that no workers and equipment are on or within 3m of the railway line when a train approaches. The Contractor will provide all protection required for the safe working of his personnel.

All material, which exceeds 2 metres in length, shall be carried below head height near live high-voltage equipment. The utmost care must be taken to ensure that no part of material comes within 3 metres of any live high voltage equipment. The Contractor must also inform the people under his control not to use objects like sticks, poles, etc. to remove objects from high-voltage equipment. No water shall be used in the form of a jet if it can make contact with any high-voltage equipment.

Also see safety precautions for working adjacent to and over railway lines in the E7/1 Document. No work is permitted under live high voltage lines. The Contractor must request that the Technical Officer arrange for the necessary occupation before work commences. **Both the Contractor as well as the Transnet Freight Rail representative must sign the working permit before any work may commence under the high voltage line.**

The Contractor must supply Transnet Freight Rail with a **risk assessment**, from which a Safety plan must be generated for this Project. The Contractor must adhere to this Safety Plan at all times.

### **B.9 INSURANCE OF WORKS**

The Contractor shall take every precaution to protect the Works against damage of any nature.

The Contractor shall, for his/her interests, obtain insurance of the work site established: people, materials, plant, equipment and tools as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer.

Transnet Freight Rail will arrange insurance for Public Liability at its own cost.

### **B.10 INSPECTION OF THE WORK**

Inspection of the work will be done within 48 hours (depending on the area distance where the works was completed) and after the Contractor has notified the Technical Officer in writing that the work has been completed. If the work is found to be satisfactory, the Contractor will be paid for the item which was requested by the Technical Officer.

For the duration of this Contract, the Contractor is required to inspect the working process as well as remedial work.

### **B.11 REMEDIAL WORK**

The Contractor shall carry out remedial work to all work where the standard of workmanship has not been achieved at no cost to Transnet Freight Rail.

The Technical Officer may, at any time after the inspection order the Contractor to carry out remedial action, which is to be done within 24 hours after being ordered.

Failing to commence with remedial work the Technical Officer may arrange for such action to be carried out by other Contractors at the cost of the responsible Contractor.

### **B.12 POLLUTION PREVENTION AND ENVIRONMENTAL AWARENESS**

According to the Environmental Management System of Transnet Freight Rail, pollution must be prevented as far as possible and where pollution occurs due to the negligence of the Contractor, he\she will be responsible for corrective actions.

### **B.13 MEASUREMENT AND PAYMENT**

On the successful completion of every work order given to the Contractor from the Technical Officer and inspections held by the Contractor and the Technical Officer, the Contractor must submit a tax invoices for payment.

The tax invoice must be completed in ink and all the necessary information must be stipulated on the invoice.

The Technical Officer will there after certify the invoice and sign the work off.

Payment for items quoted as in the Schedule of Service Fees and Cost by the Contractor will be payable.

Travelling costs will be calculated as follow: the kilometre distance from the Depot (Transnet Freight Rail, Rail Network Beaconsfield) to the designated area of work as indicated by the work order and back to the Depot.

The successful contractor must provide GPS readings of where the vehicle had been used in order to claim for travelling cost.

No additional costs will be paid to the Contractor if he/she has to travel more than once to the work area and back to the Depot.

Payment can be expected within 30 days after the invoice date.

**ANNEXURE C: COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE DECLARATION FORM)**

**VEGETATION CONTROL IN VEREENIGING AS AND WHEN REQUIRED FOR A PERIOD OF 12 MONTHS**

The compliance response is to contain ONLY the following statements, "Noted", "Comply" or "Do not comply".

**FAILURE TO COMPLETE THIS FORM WILL AUTOMATICALLY WILL RESULT IN YOUR OFFER BEING DISQUALIFIED.**

Clause	Comply or Do not comply	Reason for Deviation
A.1		
A.2		
A.3		
A.5		
A.6		
A.7		
A.8		
A.9		
A.10		
A.11		
A.12		
A.13		
A.14		
A.15		
A.16		
A.17		
A.18		
B.1		
B.2		
B.3		

B.4		
B.5		
B.6		
B.7		
B.8		
B.9		
B.10		
B.11		
B.12		
B.13		

Company Name: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_ Signature: \_\_\_\_\_

"PREVIEW COPY ONLY"