

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-VYG-22715

**FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE
BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

ISSUE DATE: 11 OCTOBER 2016 TO 18 OCTOBER 2016

COMPULSORY BRIEFING SESSION WILL BE AS FOLLOWS:

DATE: 19 OCTOBER 2016 AT 10AM

VENUE: 04 KIEWIET STREET, MALAHLE HOUSE, EMPANGENI (BOARDROOM 214)

CLOSING DATE: 01 NOVEMBER 2016

CLOSING TIME: 10:00 AM

VALIDITY PERIOD: 90 BUSINESS DAYS (10 MARCH 2017)

Section 1

NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	Provision of invader plant control along the coal line between Maviristad and Vryheid East for a period of 24 months
BID FEE AND BANKING DETAILS	R250.00 [inclusive of VAT] per set. Payment is to be made as follows: Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805 NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.
INSPECT / COLLECT DOCUMENTS FROM	This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between 09:00 and 15:00 from 11 October 2016 until 18 October 2017 . This RFQ may be picked up from the following address: TENDER OFFICE, MALAHLE HOUSE, 04 KIEWIET STREET, EMPANGENI
COMPULSORY BRIEFING SESSION	A compulsory pre-proposal site meeting and/or RFQ briefing will be conducted at Boardroom 214, Malahle house, 04 Kiewiet street, Empangeni on the 19th of October 2016 , at 10:00 for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late. 1.1 <i>A Certificate of Attendance set out in Annexure D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.</i> 1.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.
CLOSING DATE	10:00 on TUESDAY 01 November 2016 This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 Business Days from Closing Date. End of validity period: 28 February 2017 Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
SPECIAL CONDITIONS	Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 18 October 2016 by sending an email with their contact details to the following address: Yogesbie.Gengan@transnet.net . This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.

7 Pricing

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

8 Prices Subject to Confirmation

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

9 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.

10 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;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

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 and/or place the Respondent on Transnet's list of Restricted Suppliers.

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. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may

therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

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

11 Specification/Scope of Work

Refer to Annexure C

12 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

13 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

14 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

15 Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

15.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____
Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

15.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

16 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS : 0800 003 056

**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE
 BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS
 CLOSING VENUE: INYANDA HOUSE 1, 21 WELLINGTON ROAD,
 PARKTOWN, GAUTENG, TENDER BOX
 CLOSING DATE & TIME: 27 OCTOBER 2016 AT 10AM
 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:

Criterion/Criteria	Explanation
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents • Submission of Mandatory Documents / Schedules • Submission of Essential Documents / Schedules • Submission of Other Documents / Schedules • All pages of the tender submission is signed by the Bidder/Respondent
Substantive responsiveness	<ul style="list-style-type: none"> • Prequalification criteria, if any, must be met and • Whether the Bid materially complies with the scope and/or specification given without any material deviations or qualifications. • All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified (Annexure B) • Two valid Pest Control Operator Certificates
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 70%. Health and Safety(10), Risk Assessment (15), Environmental Assessment (10), Technical Capacity and Resources (45) and Programing Schedule (20) will be considered as part of the technical evaluation[complete Annexure A – Technical Questionnaire]
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm for twenty four months] • 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 Section 6: B-BBEE Claim Form.

2 Validity Period

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

 Respondent's Signature

 Date & Company Stamp

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until 28 February 2017.

3 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

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:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE A : Technical Submission/Questionnaire	
ANNEXURE B : Price Schedule	
ANNEXURE D : Certificate of Attendance of RFQ Briefing	
Two Valid Pest Control Operator Certificates	

b) **Essential Returnable Documents**

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

Respondent's Signature

Date & Company Stamp

Essential Returnable Documents required for evaluation purposes:

Failure to provide all essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 2 : Evaluation criteria and list of returnable documents	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Claim Form	
ANNEXURE C – Scope of Services	
ANNEXURE E – Risk Assessment for Invader Control	

5 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,

 Respondent's Signature

 Date & Company Stamp

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.

Respondent's Signature

Date & Company Stamp

SECTION 3

QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

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

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination - between Maviristad and Vryheid East" basis, excluding VAT:

Refer to ANNEXURE B

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) Prices must be quoted on a fixed price basis, including the delivery and offloading cost, to the site between Maviristad and Vryheid East, as specified on the first (cover) page of the RFQ document.
- c) 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.
- d) All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified

Respondent's Signature

Date & Company Stamp

- e) 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

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet 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 in calculating tendered prices or any other purpose:

1. Transnet’s General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet’s Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading “Existing vendors”.
Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (www.transnet.net). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

 Respondent’s Signature

 Date & Company Stamp

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

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

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: _____

Respondent's Signature

Date & Company Stamp

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the 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:

Respondent's Signature

Date & Company Stamp

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.

Respondent's Signature

Date & Company Stamp

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 _____

Respondent's Signature

Date & Company Stamp

SECTION 6

B-BBEE PREFERENCE POINTS CLAIM FORM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser 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 the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of

Respondent's Signature

Date & Company Stamp

the Broad-Based Black Economic Empowerment Act;

- (c) **"B-BBEE status level 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;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or 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;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, 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;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- (s) **"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
- (t) **"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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

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3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.** Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher 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.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer

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- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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, the purchaser 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, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....
.....

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE
BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

ANNEXURE A – TECHNICAL QUESTIONNAIRE

1. TECHNICAL SCORING SCALE

Quality criteria	Sub-criteria
Health and Safety	<ul style="list-style-type: none">Completed Health and Safety documents with documentation for recording all appointments, incidents and Inspections.
Risk Assessment	<ul style="list-style-type: none">Completed risk assessment
Environmental Assessment	<ul style="list-style-type: none">Completed Environmental risk assessment
Technical Capacity / Resources	<ul style="list-style-type: none">Detail of experience of chemical weed control not limited to the railway environment.
Programing Schedule	<ul style="list-style-type: none">The duration and work rate is addressed for the initial spray of each season per zone as specified in the tender.

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2. TECHNICAL QUESTIONNAIRE

QUALITY CRITERIA	SUB-CRITERIA	Yes Tick (Proof submitted)	No Tick
1			
Health and Safety	<ul style="list-style-type: none"> Submit proof of Compliance to Health and Safety regulations 		
2		Yes Tick (Proof Submitted)	No Tick
Risk Assessment	<ul style="list-style-type: none"> All risks identified are addressed (Refer to Annexure E) 		
3		Yes Tick (Proof Submitted)	No Tick
Environmental Assessment	<ul style="list-style-type: none"> All risks identified are addressed (Refer To Annexure E) 		
4		Yes Tick (Proof Submitted)	No Tick
Technical Capacity / Resources	<ul style="list-style-type: none"> Herbicides proposed sufficient to control weed species prominent in the area tendered for Product mixtures proposed Sufficiency of the teams, vehicles and equipment available per zone as stipulated in tender Full specimen labels of herbicides proposed provided per zone as stipulated in tender. Detail of experience of chemical weed control not limited to the railway environment. 		
5		Yes Tick (Proof Submitted)	No Tick
Programing Schedule	<ul style="list-style-type: none"> The duration and work rate is addressed for the initial spray of each season per zone as specified in the tender. Preliminary work program for the specified zone/s is included Follow-up program/remedial work is addressed per zone is included 		

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE
 BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

ANNEXURE B: PRICE SCHEDULE

A: FROM MAVIRISTAD TO MOOLMAN KM 120

ITEM NO.	REF CLAUSE	DESCRIPTION	UNIT	QTY	RATE	TOTAL
C.1	B.9	Maintenance of Controlled Areas	Month	24		
C.2	B.9.4	Day work During normal working hours				
C.3	B.9.4.1	Supervisor (Provisional)	Hour	25		
C.3.1	B.9.4.2	General worker (Provisional)	Hour	125		
					Sub Total	
					14% VAT	
					TOTAL	

B: FROM MOOLMAN KM 120 – VRYHEID EAST

ITEM NO.	REFCLAUSE	DESCRIPTION	UNIT	QTY	RATE	TOTAL
C.1	B.9	Maintenance of Controlled Areas	Month	24		
C.2	C.9	Day work During normal working hours				
C.2.1	C.9.4	Supervisor (Provisional)	Hour	10		
C.2.2	C.9.4	General worker (Provisional)	Hour	10		
					Sub Total	
					14% VAT	
					TOTAL	

GRAND TOTAL (A+B) EXCL VAT		
VAT:		
TOTAL INCLUDING VAT:		

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN
MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

ANNEXURE C: SCOPE OF SERVICES

CONTENTS

PART A	:	GENERAL
PART B	:	PROJECT SPECIFICATION
PART C	:	SCHEDULE OF QUANTITIES AND PRICES
PART D	:	SCHEDULE OF DIAGRAMS

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE
BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

PART A: GENERAL

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN
MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

PART A: GENERAL

A.1 SCOPE OF WORK

This contract covers the control and eradication of declared weeds and declared plant invaders, trees and shrubs by means of cutting, chemical treatment and removal of cut material in the rail reserve along the Coal line between MAVIRISTAD AND VRYHEID EAST 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 obtain his/her own information regarding species, occurrence, and extent of vegetation to be controlled in order to comply with the required standards.

A.2 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 (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 extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

A.3 CONTRACT PERIOD

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

A.4 COMPLIANCE WITH STATUTES

A.4.1 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) National Environmental Management: Biodiversity Act (Act 10 of 2004) (NEMBA) as amended.
- h) Common law of nuisance.

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i) Mountain Catchment Area Act (Act 63 of 1970).

A.4.2 The species of plants to be controlled should be both from CARA and NEMBA lists. During the contract period the species may change should there be any additions or exclusions.

A.4.3 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.

A5. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

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

A.6 GUARANTEES

Transnet does not require security or retention money as per clause 6 of Appendix (ii) Standard Terms and Conditions of Contracts. Retention money will be held as per clause B. 6 of the contract document.

A.7 CONTRACT PRICE ADJUSTMENT FORMULA

A.7.1 A contract price adjustment factor to be determined in accordance with the formula described in A.7.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to six decimal **places**.

A.7.2 The contract price adjustment factor shall be -

$$(1 - x) \left(0.30 \frac{Lt}{Lo} + 0.40 \frac{Mt}{Mo} + 0.30 \frac{Dt}{Do} - 1 \right)$$

where $x = 0,15$ and

Lo, Mo and Do are respectively labour, material and diesel fuel indices ruling for the calendar month two (2) month prior to closing date of the tender;

Lt, Mt and Dt are respectively labour, material and diesel fuel indices ruling for the calendar month two (2) months prior to the date of measurement.

A.7.3 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

A.7.3.1 Lo and Lt shall be the labour indices for KwaZulu Natal, other urban areas (P0 141.1 Table A).

A.7.3.2 Mo and Mt shall be the price indices for material, item chemical product, Basic Chemicals (PO 141.2 Table 2)

A.7.3.4 Do and Dt shall be the price indices of "Diesel " (PO 151 Table 4).

A.7.4 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

A.7.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

A.7.6 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

A.7.7 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment has been made in terms thereof.

A8. SCHEDULE OF QUANTITIES AND PRICES

A8.1 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 ink) for the Works.

A8.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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

A8.3 The short descriptions of the items in the schedule are for identification purposes only. The Form USS 5 and Form U 7, together with 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.

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A8.4 Items classified as "provisional worklots" in the Schedule of Quantities and Prices indicate that there is no certainty about the amount of work, which will be required. In this contract the provisional items, where applicable, are for the treatment of areas which are not necessarily treated annually. These areas will be measured per provisional worklot as defined in Part B of the Special Conditions of Contract and Specifications, or stated in the Schedule of Quantities and Prices and the standard of control for individual worklots shall apply.

A9 TO BE PROVIDED BY THE CONTRACTOR

A.9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his/her employees.

A.9.2 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.

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.

A.9.3 The Contractor shall provide his/her employees with high visibility garments. The high visibility garments are to be worn by the employees at all times when on site.

A.9.4 When required the Contractor shall appoint at each 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 people on the work site of approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

The Contractor shall make available employees to be trained, certificated and used as **Lookouts** when required. The training shall be done at no charge to the Contractor.

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A.10 EVALUATION OF TENDERS

A10.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

A10.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programmes and TRANSNET FREIGHT RAIL resources for the contract, will be considered during evaluation of tenders.

A10.3 The tender could be awarded in **TWO** parts to different tenderers i.e. Section 1: Maviristad to Moolman km 120, Section 2: Moolman km 120 to Vryheid East, **OR** As a whole where economical of scale could possibly apply. Tenderers that have the necessary capacity are requested to complete all Items in the Schedules of Quantities and Prices

A10.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the tender to be evaluated as described above.

A10.4 Preference will be given to locally based suppliers

A.11 INFORMATION TO BE PROVIDED WITH TENDER

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

A11.1 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.

A11.2 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 Freight Rail.

A11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A11.4 The Schedule of Quantities and Prices must be completed in full.

A11.5 An undertaking that all spraying equipment will be ready for operation and that the spraying can commence timeously, to comply with requirements of the contract.

A11.6 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

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

A11.7 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, design mixtures, 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.

The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The herbicides so specified

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shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

The Contractor shall not be allowed to use broad-spectrum herbicides without prior written approval from the Technical Officer.

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

A11.8 **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.**

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE
BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

PART B: PROJECT SPECIFICATION

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE
BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

PART B: PROJECT SPECIFICATION

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, as indicated in the Schedule of Quantities and Prices. Removal of invasive indigenous species may be required as instructed by a manager.

This includes all trees (< 3m in height) 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 Freight Rail 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 Freight Rail, 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 Freight Rail 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 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 (worklots) cease to exist as living organisms or entities; and
- declared weeds and declared plant invaders has been cut back to a height of 0.5 metre and that the remaining stumps cease to exist as living organisms or entities; and

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- 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 (worklot) which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.
- All plants woody plants larger than one, (1) metre in height are cut and removed and cut stumps are treated with suitable herbicide.

B2.1.1 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 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from all cuttings (See Part D: Diagram D1)

B2.1.3 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from the top two meters of the bank.

B.2.2 AREAS

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

LHS and RHS defining Left Hand Side and Right Hand Side respectively, facing increasing kilometres.

Where the fence line turns to provide protection over the culvert inlets and outlets, the boundary line shall be taken as a straight line between the two corner posts. (See Part D 1: Diagram D2).

B.2.3 WORKLOTS

B.2.3.1 WORKLOT WITHIN TRANSNET FREIGHT RAIL RESERVE

This is defined as an area measured between three mast poles, e.g 101/10 – 101/13 and measured from the track to boundary fence either on the LHS or RHS respectively facing increasing kilometre.

B.2.3.2 SERVICE ROAD WORKLOT

Where the service road is outside of the TRANSNET FREIGHT RAIL reserve, a worklot shall be 50m in length multiplied by three (3) metre width. The measurement of a work lot will be from the post where the service road exists the TRANSNET FREIGHT RAIL reserve. (See diagram 2)

B.2.4 DECLARED WEEDS

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.

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B.2.5 SPRAYING

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

B2.11 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 Technical Officer 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 Technical Officer.

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.

The Contractor shall not be allowed to use broad spectrum herbicides without prior written approval from the Technical Officer.

B3.3 Any deviation from the method of work submitted by the Contractor shall be subject to the approval of the Technical Officer.

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.

B3.5 EXISTING DESIRABLE VEGETATION

The essence of the contract is to promote natural vegetation (e.g. grass). Therefore where damage took place to existing indigenous vegetation (excluding obstructing vegetation as defined in clause 2.11) as a result of the indiscreet application of herbicides. The Contractor shall be held responsible for the full reinstatement of the natural vegetation.

B3.6 DISPOSAL OF VEGETATIVE MATERIAL

Further to clause B2.1.2 and B2.1.3 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 and embankments. The Contractor is to ensure that no vegetative matter is deposited into open lined concrete channels and culvert inlets and outlets. No disposal of vegetative matter may be done on adjacent lands.

Suitable areas and/or methods will be agreed to with the Technical Officer 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 Technical Officer.

B4. STANDARDS OF WORKMANSHIP

B4.1 Standard of vegetation control for individual worklots.

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

This excludes overhanging canopy growth of plants: -

- (i) with rootstock established entirely outside the worklot.
- (ii) with rootstock established on the boundary of the worklot, provided that :
 - control was achieved over the remainder of the worklot.
 - The boundary concerned is not the boundary of an adjoining worklot.

B4.1.2 In addition, there shall be no dry or dead remains of declared weeds and declared plant invaders within the worklot greater than 500mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Technical Officer.

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 Technical officer 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;

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

B4.3.2 The standard of "Overall Control" to be provided on each district by the Contractor shall be:

YEAR	1	2
Minimum % of the total work which shall comply with the standard of control for individual work-lots.	95	97

B4.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor which will entitle the Executive Officer to act in terms of clause 33 of the General Conditions of Contract for Maintenance Works, E5(MW).

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 Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

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

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- planning of timeous execution of remedial work where control is not being achieved.

B5.4 The Contractor's programme 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 six 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 programmes to the Technical Officer, 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 Technical Officer, 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 vegetation control. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

B6.2 The Technical Officer shall at any time during the operational periods carry out routine inspections of the Contractor's performance methods and procedures.

B6.3 The Technical Officer **shall**, during the duration of the contract, carry out monthly official inspections of the work for the purpose of evaluating whether control, as defined, has been achieved and measuring progress.

The Technical Officer will inform the Contractor 7 days in advance of the schedule of official 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 Technical Officer.

B6.4 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".

B6.5 The rejection of worklot/s that do not comply with the standard of control will be final and valid for that inspection in that particular year.

The Contractor may contest the rejection by the Technical Officer of work performance only at the time and place of rejection.

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

B6.6 In the case where the Technical Officer and the Contractor fail to agree on whether a worklot has failed. The worklot shall be recorded as a "disputed worklot" and the Contractor shall prepare an appropriate record of all disputed worklot in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in Appendix (ii) Standard Terms and Conditions of Contracts.

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 150mm and forming a nuisance or hazard to Transnet Freight Rail Operations, from the treated worklots.

B7.2 The Technical Officer may, at any time after the first measurement order the Contractor to carry out remedial action, to commence within 2 weeks after being so ordered,. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Technical Officer for his/her approval. Failing to do so the Technical Officer 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 crops 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 Freight Rail property or as part of Transnet Freight Rail 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 Freight Rail 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 Technical Officer or his/her deputy) prior to the start of the Contractor's program.**

B9. MEASUREMENT AND PAYMENT

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B9.1 Payment will be based on the numbers of worklots treated as instructed by the Technical Officer 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 worklots where control achieved does not meet the standards of control specified.

B9.3 Measurement and payment for the work completed will be made monthly.

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.

6 B9.4 DAYWORKS

The unit of measurement shall be the hour and quantities are provisional.

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**RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN
MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS**

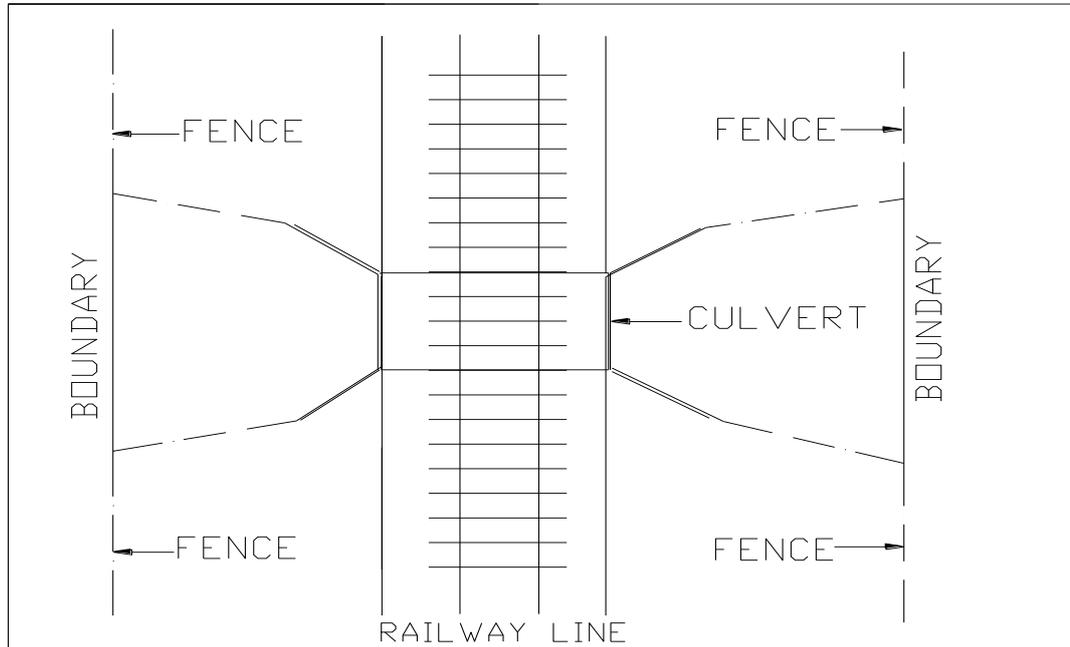
PART C: SCHEDULE OF DIAGRAMS: CONTENTS

1. Diagram1
2. Diagram 2
3. Diagram 3

RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS

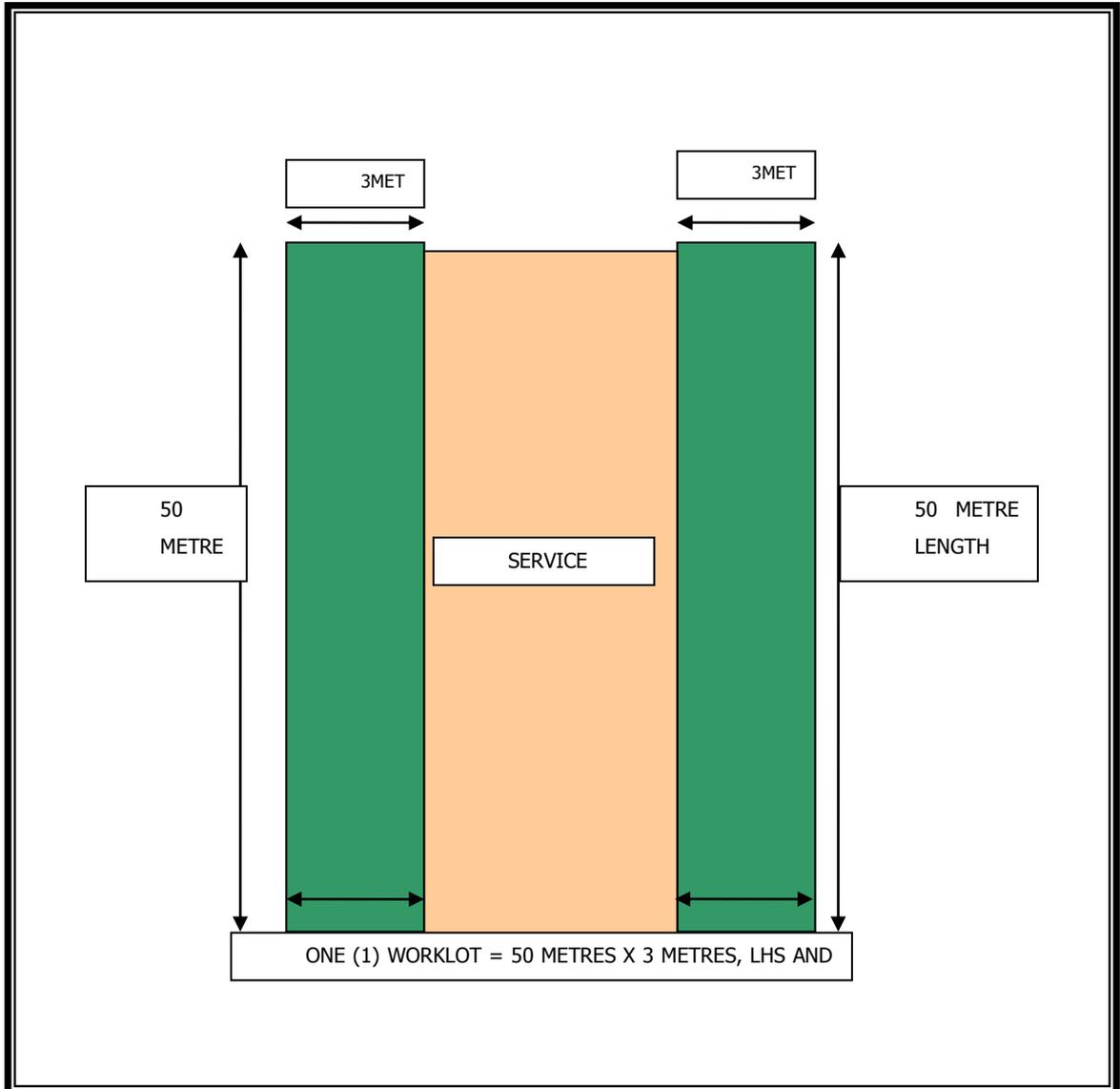
PART C: SCHEDULE OF DIAGRAMS:

(DIAGRAM 1)



RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS

PART C - SCHEDULE OF DIAGRAMS



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RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS

PART C - SCHEDULE OF DIAGRAMS

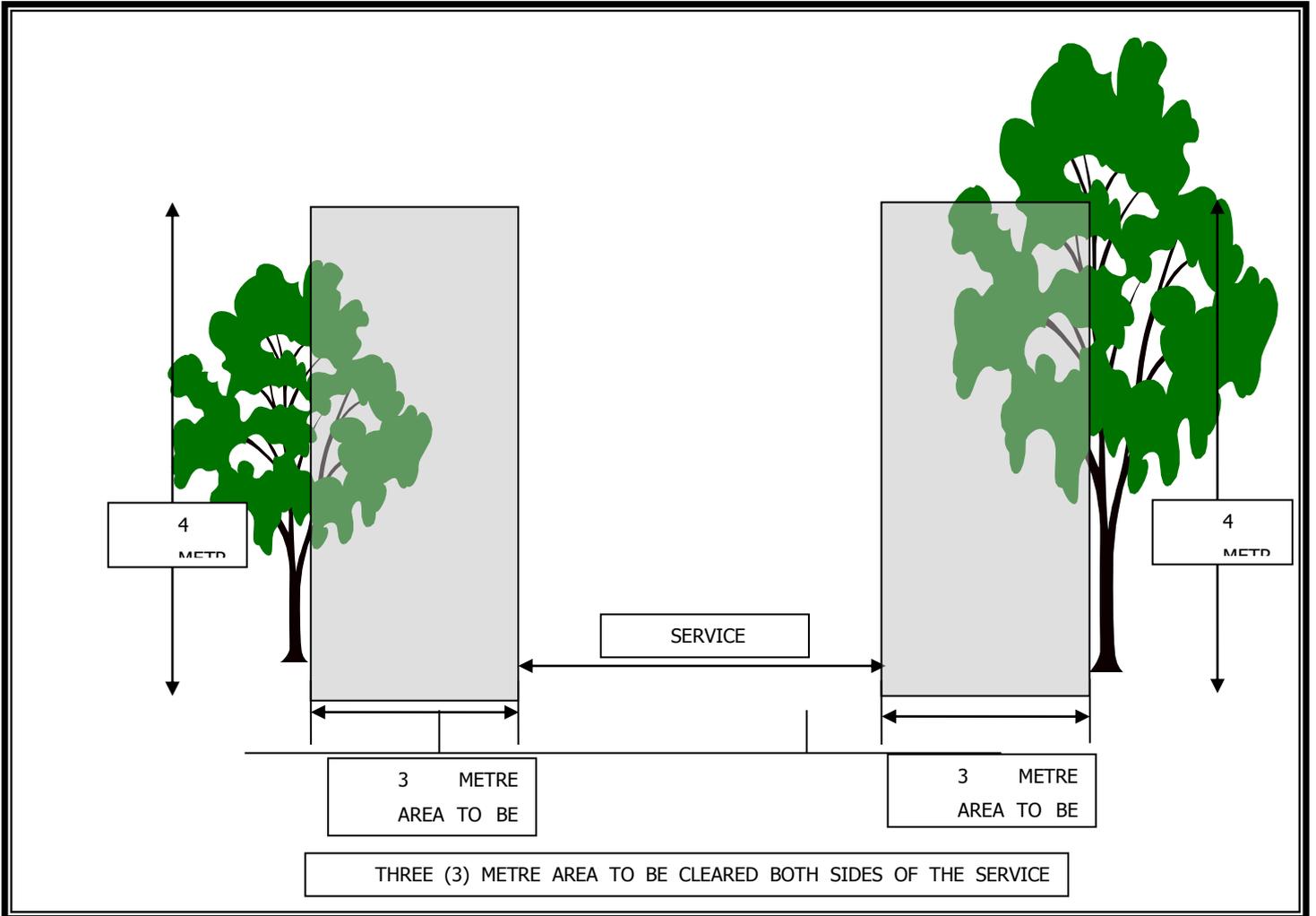


DIAGRAM 3

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RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS

ANNEXURE D: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING SESSION

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ on _____ 20____

TRANSNET’S REPRESENTATIVE

RESPONDENT’S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

RFQ FOR THE PROVISION OF INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN MAVIRISTAD AND VRYHEID EAST FOR A PERIOD OF 24 MONTHS

ANNEXURE E: RISK ASSESSMENT

Procurement Event No.		S. SB / CL SEV 16/03	Vendor			Region	Eastern Region			Invader Plants						
No	Risk per Risk Element <i>Something Occurs</i>	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
1	Failure to conduct annual vegetation management within yards and building surrounds	Overgrown Yards, vegetation growing within sub stations, and over signal equipment	Lack of financial resources No contract awarded	Chemical spraying of vegetation Supervision of Contracts	Improving	Sean Roberts	Simphiwe Mthembu	7	D	IV			Sean Roberts			
2	Not using correct ppe when using and mixing chemicals	Injury to personnel, could result in death. Delays due to loss of productivity	No ppe available to personnel	Issue of correct ppe for the work	Improving	Sean Roberts	Simpiwe Mthembu	3	D	II			Sean Roberts			
3	Delays in production due to overgrown lines	Train cancellations or derailments due to equipment not visible or inoperable	Overgrown yards and lines Cut out caused by slips	Regular spraying and supervision	Improving	Sean Roberts	Simphiwe Mthembu	4	D	II			Sean Roberts			

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RFQ for provision of invader plant control along the coastline between Maviristad and Vryheid East for a period of 24 months

Returnable Document

No	Risk per Risk Element <i>Something Occurs</i>	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
4	Contamination of underground water Sterilizing of soil used for growing crops People getting sick due to chemical contamination	Bad Publicity and image to Transnet People and work staff can get sick	Damage to containers while handling and transport Improper application of chemicals	Qualified people to handle chemicals - Pest Control operators certificate	Improving	Sean Roberts	Simphiwe Mthembu	3	c	II			Sean Roberts			
5	Unsafe transport of Personnel	Injury to personnel, could result in death. Delays due to loss of productivity	Unroadworthy vehicles. Transport of chemicals and personnel together.	Chemicals to be transported separate from personnel	Improving	Sean Roberts	Simphiwe Mthembu	2	c	II			Sean Roberts			
6	Ingestion of Chemicals	Injury to personnel, could result in death. Delays due to loss of productivity	Personnel get sick due to inadvertently using containers for drinking water	Safety Talks and keep chemicals under lock	Improving	Sean Roberts	Simphiwe Mthembu	3	b	III			Sean Roberts			

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RFQ for provision of invader plant control along the coalline between Maviristad and Vryheid East for a period of 24 months

Returnable Document

No	Risk per Risk Element Something Occurs	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
7	Unsafe discard of Chemical Containers	Claims against TFR for the inappropriate disposal of chemical containers	People along the railway line get sick due to containers being used for water storage, because of selling or incorrect disposal of containers	Chemical Containers to be transported back to manufacturer and to be disposed of at a registered disposal site. Disposal certificates	Improving	Sean Roberts	Simphiwe Mthembu	5	c	III			Sean Roberts			
8	Vehicle accidents	Loss of production. Injury to staff and TFR personnel, can cause death	Un-roadworthy vehicles. Speeding Miss use of vehicles	All drivers to do safety inspections before trips. Make sure that vehicles are driven by licenced, sober drivers Obey all traffic laws	Improving	Sean Roberts	Simphiwe Mthembu	2	d	I			Sean Roberts			

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No	Risk per Risk Element <i>Something Occurs</i>	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
9	Working in Yards or where train movements are taking place	Injury to personnel, could result in death. Delays due to loss of productivity	Personnel not observant. Using of cellular phones while crossing lines	Safety Talks Be alert and aware of train movements at all times	Improving	Sean Roberts	Simphiwe Mthembu	4	c	III			Sean Roberts			
10	Moving across lines behind and in front of trains and wagons	Injury to personnel, could result in death. Delays due to loss of productivity	Personnel not observant. Using of cellular phones while crossing lines Fatigue	When moving behind or in front of trains and wagons, be sure of footing Do not stand and talk behind or in front of trains and wagons	Improving	Sean Roberts	Simphiwe Mthembu	4	c	III			Sean Roberts			

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No	Risk per Risk Element <i>Something Occurs</i>	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
11	Working beneath high voltage cables	Injury to personnel, could result in death. Delays due to loss of productivity	High Voltage cables may fall down.	Always wear proper safety clothing. Wearing of a hard hat at all times when working under power lines and traction equipment	Improving	Sean Roberts	Simphiwe Mthembu	3	c	II			Sean Roberts			
12	Working close to high voltage equipment	Injury to personnel, could result in death. Delays due to loss of productivity	Indiscriminate use of water around high voltage equipment	Working near High voltage equipment awareness course. Always work with a supervisor from the substations being present	Improving	Sean Roberts	Simphiwe Mthembu	3	c	II			Sean Roberts			

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RFQ for provision of invader plant control along the coalline between Maviristad and Vryheid East for a period of 24 months

Returnable Document

No	Risk per Risk Element Something Occurs	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
13	Working on uneven surfaces	Injury to personnel, could result in death. Delays due to loss of productivity	Uneven and stony terrain Soil conditions vary throughout the site	Safety talks that personnel are observant at all times when moving around terrain	Improving	Sean Roberts	Simphiwe Mthembu	4	d	II			Sean Roberts			
14	Uncovered drainage holes and manholes in yards	Injury to personnel, could result in death. Delays due to loss of productivity Damage to Vehicles	Covers are stolen or broken	Safety talks that personnel are observant at all times when moving around terrain	Improving	Sean Roberts	Simphiwe Mthembu	4	b	III			Sean Roberts			
15	Working in unfavourable weather	Chemicals not working Loss of productivity Injury due to slippery surfaces	Working in strong winds or during Rain	Read labels and only apply chemicals in favourable weather conditions Safety Talks.	Improving	Sean Roberts	Simphiwe Mthembu	5	b	IV			Sean Roberts			

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RFQ for provision of invader plant control along the coal line between Maviristad and Vryheid East for a period of 24 months

Returnable Document

No	Risk per Risk Element <i>Something Occurs</i>	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
16	Qualified Chain saw operators	Loss of life or injury due to incorrect use of the saw	Incorrect or inadequate maintenance Staff not properly trained	Only personnel who are qualified chainsaw operators to operate the chain saw	Improving	Sean Roberts	Simphiwe Mthembu	5	C	III			Sean Roberts			
17	Spillage of fuel	Damage to the environment	Spilling, overfilling of chain saws and brushcutters	Fuel drum storage. Funnels and cutoff pumps for refueling.	POOR	Sean Roberts	Simphiwe Mthembu	E	6	III			Sean Roberts			
18	Ingestion of Chemicals	Injury to personnel, could result in death. Delays due to loss of productivity	Personnel get sick due to inadvertently using containers for drinking water	Safety Talks and keep chemicals under lock	Improving	Sean Roberts	Simphiwe Mthembu	3	B	III			Sean Roberts			
19	Working on uneven surfaces	Injury to personnel, could result in death. Delays due to loss of productivity	Uneven and stony terrain Soil conditions vary throughout the site	Safety talks that personnel are observant at all times when moving around terrain	Improving	Sean Roberts	Simphiwe Mthembu	4	D	II			Sean Roberts			

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RFQ for provision of invader plant control along the coal line between Maviristad and Vryheid East for a period of 24 months

Returnable Document

No	Risk per Risk Element <i>Something Occurs</i>	Impacts leading to..	Causes caused by..	Controls controlled by..	RCE	Control Owner	Risk Owner	Cons. rating: 1-7	Like rating: A-E	Risk Rating	RCE for Each Control	Further actions / Tasks	Task Owner	Start Date	Due Date	Revised Date
20	Transporting of chemicals separately	Sickness or burns due to spillage. Damage to vehicles or loss of life	Chemical concentrate can spill and cause environmental pollution or damage.	Safety talks, adherence to risk procedures	Improving	Sean Roberts	Simphiwe Mthembu	5	D	III			Sean Roberts			
21	Spraying in close proximity to other works taking place on the line	Injury to personnel, train delays, vehicle accidents	Personnel next to the line get chemical contamination due to drift.	Skip these areas where possible, if it is a large area and return and burn at a more favourable time.	Improving	Sean Roberts	Simphiwe Mthembu	4	E	II			Sean Roberts			
22	Applying chemicals in unfavourable weather	Chemicals ineffective Loss of productivity Injury due to slippery surfaces	Working in strong winds or during Rain	Safety Talks. Read labels and only apply chemicals in favourable weather conditions	Improving	Sean Roberts	Simphiwe Mthembu	5	B	IV			Sean Roberts			

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