



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: ERAC-FDT-23240

RFQ FOR THE CONTROL OF ALIEN INVASIVE SPECIES IN ERMELO AND SURROUNDING AREAS

ISSUE DATE: 27 JANUARY 2017
BRIEFING DATE: 01 FEBRUARY 2017
CLOSING DATE: 07 FEBRUARY 2017
CLOSING TIME: 10:00
VALIDITY PERIOD: 07 MAY 2017



Section 1
NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	CONTROL OF ALIEN INVASIVE SPECIES IN ERMELO AND SURROUNDING AREAS
BID FEE AND BANKING DETAILS	<p>A Bid fee of R250 [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail RFQ Office.</p> <p>Payment is to be made as follows:</p> <p style="margin-left: 40px;">Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ document and submitted thereafter with your Quotation.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail RFQ website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/RFQs.aspx</p> <p>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 RFQ document is required, prior arrangements must be made one (1) day in advance and the RFQ document may be collected between 09:00 and 15:00 from 27 January 2017 until 31 January 2017</p> <p>This RFQ may be collected from the following address: Transnet Freight Rail RFQ Advice Centre, Ground Floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minaar Street Pretoria, 0001</p>
COMPULSORY BRIEFING SESSION	<p>A compulsory briefing session will be conducted on Wednesday, 01 February 2017, 10H00 at Transnet Freight Rail, Vandyksdrift Yard</p> <p>[Respondents to provide own transportation and accommodation]. The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.</p> <p>Contact Person for technical and directions enquiries: Nomakhazi Matshaya on 083 980 0478 /017 815 1230</p> <p>A Certificate of Attendance in the form set out in Section 11 hereto must be completed and submitted with your Quotation as proof of attendance is required for a Compulsory RFQ briefing.</p> <p>Respondents failing to attend the compulsory RFQ</p>



	<p>briefing/site viewing will be disqualified.</p> <p>RESPONDENTS ARE REQUIRED TO BRING ALONG SAFETAY BOOTS AND REFLECTIVE VEST AS WILL GO FOR A SITE VISIT</p>
CLOSING DATE	<p>10:00 on Tuesday 07 February 2017 This RFQ shall close punctually at the following address: The Chairperson, Transnet Freight Rail RFQ Advice Centre, Ground Floor, RFQ Box in the foyer Nzasm Building, Corner of Paul Kruger and Minaar Street Pretoria, 0001</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>End of validity period: 07 MAY 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.</p>
SPECIAL CONDITIONS	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail RFQ 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 31 January 2017 by sending an email with their contact details to the following address: : Gloria.Nhlapo@transnet.net or Dudu.Mkwebane@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.</p> <p>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.</p>

2 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

3 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-



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

TRANSNET



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 SCOPE OF WORK

INVADER PLANT CONTROL IN RAIL RESERVES IN THE GEOGRAPHICAL AREA CONTROLLED BY INFRASTRUCTURE DEPOT ENGINEERING, ERMELO

PART A: GENERAL

- 11.1** 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 reserves under Geographical area controlled by Infrastructure Depot Engineering, Ermelo

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

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

11.2 SUFFICIENCY OF RFQ

The contract will only be awarded to a Respondent who has experience in the application of herbicides in Southern Africa. .

11.3 CONTRACT PERIOD

The work provides for the control of vegetation for a period of six weeks from the date of notification and acceptance of RFQ with Transnet Freight Rail.

11.4 COMPLIANCE WITH STATUTES

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

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984),(where applicable).



- d) The 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.
- f) Common law of nuisance.
- g) Mountain Catchment Area Act (Act 63 of 1970).

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

11.4.3. Where herbicides are used the Respondent's authorised representative shall be a **registered Pest Control Operator (PCO)**, 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. Where there is more than one team working on different sites, each team must have a PCO on site.

11.5 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

Inspections of the areas 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 of the Respondent's intention to inspect.

11.6 PRICING AND SCHEDULE OF QUANTITIES

11.6.1 The quantities in the schedule of quantities are listed in the Pricing schedule. The Respondent shall submit with his/her RFQ a complete and detailed priced schedule for the works.

11.6.2 The Respondent shall price each item. If the Respondent 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 RFQs.

11.6.3 The short descriptions of the items in the schedule are for identification purposes only. The Appendix (i) General Bid conditions – Services and Appendix (ii) Standard Terms and Conditions of Contracts 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 Respondent in the schedule of quantities and prices.

11.6.4 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 that 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.

11.7 TO BE PROVIDED BY THE RESPONDENT

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

11.7.2 The Respondent shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

11.7.3 The Respondent 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.

11.7.4. When required the Respondent 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 Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

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



11.8 EVALUATION OF RFQ'S

11.8.1 The Respondent shall submit as part of his/her RFQ, all relevant details of his/her production rate, and any other information needed to enable the RFQ to be evaluated as described above.

11.9 INFORMATION TO BE PROVIDED WITH RFQ

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

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

11.9.2 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.

11.9.3 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.

11.9.4 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 Respondent. The herbicides so specified shall be used as the basis for evaluating the efficacy of the Respondent's proposed method of work.

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

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



- 11.9.5 **A copy of the certificate issued by the Department of Agriculture to certify that the Respondent or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause 11.4.3 must be submitted.**

Part B

- 11.10** The scope of the work consists of the control and eradication of declared weeds and declared plant invaders as well as removal of cut/dead material in the rail reserve, including yard areas, as indicated in the Schedule of Quantities and Prices.

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

- 11.11** 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.

- 11.12** The ways and means by which the above-mentioned results are obtained are the responsibility of the Respondent. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Respondent to ascertain that all procedures and herbicidal applications are in accordance with his/her RFQ, the relevant legislation and are conducive to the achievement of long term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Respondent of his/her responsibility for satisfactory control of vegetation.

Failure to comply with the minimum performance proposed by the Respondent in his/her RFQ 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.

- 11.13** The Respondent must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

11.14 DEFINITIONS

11.14.1 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
- 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.

11.14.2 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.

11.14.3 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from all cuttings and embankments.

11.14.4 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from the bank or cutting.

11.15 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.

B11.15.1 Ermelo- Maviristad

B11.15.2 Ermelo-Geluksplaas

B11.15.3 Geluksplaas-Ogies



B11.15.4 Ogies- Blackhill

B11.15.5 Machadodorp-Ermelo

B11.15.6 Geluksplaas- Wonderfontein

B11.15.7 Trichardt-Bethal

11.16 WORKLOTS

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 (30m from centre of rail) on both LHS and RHS respectively facing increasing kilometre. Where there is more than one railway line, the 30m should be measured from the last line.

11.17 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.

11.18 SPRAYING

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

11.19 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 off 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.

11.20 METHOD OF VEGETATION CONTROL

11.20.1 The Respondent'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 Respondent shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

- 11.20.2 The type of herbicides and the methods of application to be employed are as specified by the Respondent 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 Respondent shall not be allowed to use broad spectrum herbicides without prior written approval from the Technical Officer.

- 11.20.3 SITE CONDITION AND ACCESS

Further to what is stated in clause 11.10 of this specification, eradication of trees and shrubs may normally be required on the side slopes of embankments and cuttings. The Respondent shall make due allowance for work being carried out on steep slopes.

- 11.20.4 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 as a result of the indiscreet application of herbicides. The Respondent shall be held responsible for the full reinstatement of the natural vegetation.

- 11.20.5 DISPOSAL OF VEGETATIVE MATERIAL

Further to clause 11.14.3 and 11.14.4 of this specification, the Respondent 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 Respondent is to ensure that no vegetative matter is deposited into open line 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.

11.21 STANDARDS OF WORKMANSHIP

11.21.1 Standard of vegetation control for individual worklots.

11.21.2 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.

11.21.3 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.

11.21.4 For this contract, the Respondent should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her RFQ 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.

11.22 Overall control

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



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

11.22.2 The standard of "Overall Control" to be provided on each district by the Respondent shall be:

Overall Control	After 6 weeks
Minimum % of the total work which shall comply with the standard of control for individual work-lots.	98

11.22.3 Failure by the Respondent to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Respondent which will entitle the Executive Officer to act in terms of the General Conditions of Contract.

11.23 PROGRAMME OF WORK

11.23.1 The Respondent 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 days** from the date of notification by Transnet Freight Rail of the acceptance of his/her RFQ.

11.23.2 The particulars to be provided in respect of the Respondent's vegetation control programme shall include but not be limited to the following:

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

11.23.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,

11.23.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.

11.23.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,



11.23.3 The Respondent shall conduct regular site investigations and monitoring procedures for the purpose of:

- ascertaining the nature of weed infestation and factors that could influence the work;
- monitoring the standard of weed control achieved;
- identifying any damage or hazards which may have been caused by the weed control operation, and
- planning of timeous execution of remedial work where control is not being achieved.

11.23.4 The Respondent'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 three weeks after commencement of the initial application.

11.23.5 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.

11.23.6 In addition to the programme provided for in terms of 11.23.1 The Respondent shall submit daily working programmes to the Technical Officer, in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.

11.24 PERFORMANCE MONITORING AND EVALUATION

11.24.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed vegetation control. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

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

11.24.3 The Technical Officer **shall**, during the duration of the contract, carry out official inspections after **2 weeks of the last chemical application** for the purpose of evaluating whether control, as defined, has been achieved and measuring progress.

The Technical Officer will inform the Respondent in advance of the schedule of official inspections.



The inspections shall be performed visually and the Respondent shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

11.24.4 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" no payment will be made.

11.24.5 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 contract period.

The Respondent 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.

11.24.6 In the case where the Technical Officer and the Respondent fail to agree on whether a worklot has failed. The worklot shall be recorded as a "disputed worklot" and the Respondent 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 the General Conditions of Contract clause 25.

11.25 DAMAGE TO FAUNA AND FLORA

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

The Respondent 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.

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

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

The Respondent shall institute and maintain procedures for the safe disposal of all chemicals and residual 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.

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

11.25.5 **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.**

11.25.6 **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 Respondent's program.**

11.26 MEASUREMENT AND PAYMENT

11.26.1 Payment will be based on the numbers of worklots treated as instructed by the Technical Officer and to which the Respondent successfully applied the vegetation control measures and has achieved the standard of control defined in clause 11.21.1

11.26.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.

11.26.3 **Measurement and payment for the work completed will be made in two (2) stages:**

11.26.3.1. After completion of the initial spraying of the entire Agreement area the Supervisor or his deputy and the Supplier will measure the work performed (number of worklots sprayed). The Supplier will thereafter receive payment at [50%] of the rates for all tendered sections as per the price schedule

11.26.3.2. A second measurement and evaluation will be made **AFTER 2 WEEKS OF LAST CHEMICAL APPLICATION.** The Supplier will thereafter receive payment at [50%] of the rates tendered for all worklots where control as specified has been achieved or clear signs are evident that control is in the process of being achieved

11.27 Minimum Safety/Risk/Health and Environmental Plan

A Safety, Risk, Health and Environmental plan will be required to be submitted with the RFQ document. The respondent should take the following points in consideration when compiling the plan **(11.27.1 - 11.27.7)**

11.27.1 Logbooks and Registers

11.27.1.1 Electric Equipment / Tools Register - Portable

11.27.1.2 Fall Protection Plan Checklist

11.27.1.3 Personal Protective Equipment and Clothing (Safety boots, goggles, rubber gloves, respiratory mask, overalls, safety harness, chainsaw gloves, pants and tops, helmet with ear-muffs and face shield, dust mask)

11.27.2 Risk Management

11.27.2.1 Task descriptions

11.27.2.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan

11.27.2.3 Risk Assessment (Construction Regulation 7)

11.27.2.4 Occupational Hygiene Surveys e.g. Noise, Dust etc.

11.27.3 Emergency Planning – Evacuation plan

11.27.3.1 Evacuation procedure

11.27.3.2 Site Procedure

11.27.3.3 Emergency response numbers

11.27.4 SHE Communications

11.27.4.1 Safety/Toolbox talks

11.27.4.2 Incident Recall

11.27.5 Safe Working Procedures

11.27.5.1 Method Statements

11.27.5.2 Safe Operating Procedures

11.27.5.3 Task/Job observations

11.27.6 Fall Protection Plan

11.27.6.1 Documented fall protection plan

11.27.6.2 Rescue Plan

11.27.6.3 Training/Certification

11.27.6.4 Fall arrest and protection equipment

11.27.7 Environmental Management Plan

Note: TFR Environmental Consultant will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project

Provide procedure of the following:

11.27.7.1 Control of Dust

11.27.7.2 Noise Pollution Control

11.27.7.3 Waste management

11.27.7.4 Environmental Incident Management (Sect 30 NEMA)

11.27.7.5 Contamination of surface and underground water

11.27.7.6 Environmental Clean-up and Rehabilitation

11.28 The "Successful bidder" will be required to provide the below-mentioned documents on the safety file

11.28.1 Personnel information

11.28.1.1 Induction Certificate

11.28.1.2 Medical surveillance and certificate of fitness

11.28.1.3 Competency certificate

11.28.1.4 ID Copy

11.28.1.5 Acknowledgement of receiving Personal Protective Equipment's (PPE's)

11.28.2 Signing On Procedure

11.28.2.1 Signing of attendance register with all personal particulars

11.28.2.2 Declaration of Fit / Unfit for duty

11.28.2.3 Proof of training / certificate to operate substance abuse testing machine

11.28.2.4 Valid calibration certificate for substance abuse testing machine

11.28.2.5 Substance abuse testing proof or results for all personnel on site

11.28.2.6 Safety Topic discussed at the depot

11.28.3 On-site signing On Procedure

11.28.3.1 Identify Emergency Assemble Point

11.28.3.2 Conduct on site walk about doing Hazard Identification Risk Assessment (HIRA)

11.28.3.3 Conduct on-site safety talk based on your HIRA findings and activity to be performed

11.28.3.4 Identify reverse parking area, smoking area & show first aid box and fire extinguisher to the team

11.28.3.5 Inspect PPE's in order to ensure that everybody has a right PPE for the task to be executed

11.28.3.6 Inspect tools in order to ensure that everybody has a right tool for the task to be executed

11.28.3.7 Let the team sign to acknowledge all of the above points

11.28.4 Incident Management

11.28.4.1 Report incidents or accidents immediately to technical officer

11.28.4.2 Inform First Aiders on site to render first aid service to the injured employee

11.28.4.3 Activate nearby ambulance to take injured employee to hospital.

11.28.4.4 Stop the team and direct them to Emergency Assemble Point to conduct incident recall

11.28.4.5 Offer Employee Assistance Program (EAP) to all those who might require it due on the incident

11.28.5 Personal Protective Equipment and Clothing

11.28.5.1 PPE required: Safety boots, goggles, rubber gloves, respiratory mask, overalls, safety harness, chainsaw gloves, pants and tops, helmet with ear-muffs and face shield, dust mask

11.28.5.2 PPE proof of issue

11.29 Minimum Plant /Equipment required for the purpose of this contract

- Knapsack sprayers
- Bakkie / 1 ton truck
- Chainsaw and brushcutters
- High-up/ cherry pick

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 sub-contractor(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 RFQ 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 authorize 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 CONTROL OF ALIEN INVASIVE SPECIES IN DEPOT
CLOSING VENUE: TRANSNET FREIGHT RAIL, NZASM BUILDING,
RFQ ADVICE CENTRE, GROUND FLOOR, RFQ BOX IN THE FOYER
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA, 0001**

CLOSING DATE & TIME: 07 FEBRUARY 2017 @10:00

VALIDITY PERIOD: 07 MAY 2017

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"> Submission of Mandatory Documents / Schedules Submission of Essential Documents / Schedules
Substantive responsiveness	<ul style="list-style-type: none"> Prequalification criteria, if any, must be met and Chainsaw Certificate and Pest Control Operator Certificate in terms of Act 36 of 1947 as amended (PCO-Specialising in Industrial Weed Control) Validity of Mandatory Documents Fully Completed Clause by clause compliance to Specification – Section 7 Pricing Schedule submitted and all items on pricing schedule priced Signed Certificate of Attendance of Site Briefing – Section 11 NB: (Failure to submit the above mentioned documents, RFQ will not be evaluated to the next stage)
Functionality Threshold	<p>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 80%. Proven experience, Technical Capacity and Health/Safety/Risk and Environmental Plan will be considered as part of the technical evaluation.</p> <ul style="list-style-type: none"> Technical Capacity, Plant and Equipment (30%) – Respondents to provide list of all resources to be used for the project under Section 8 Submit Health/Safety/Risk and Environmental Plan (30%) – Respondents must submit the minimum contents of Health/Safety/Risk and Environmental Plan as per specification – Item 11.27.1 – 11.27.7

	<ul style="list-style-type: none"> Complete Previous Experience in Industrial Vegetation Control under Item 6 (40%)
Final weighted evaluation based on 80/20	<ul style="list-style-type: none"> Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desires a validity period from the closing date of this RFQ.

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 07 May 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-RFQ Publication Portal, (www.eRFQs.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]
<ul style="list-style-type: none"> Section 3 – Quotation Form (Pricing Schedule submitted and all items on 	

Mandatory Returnable Documents	Submitted [Yes or No]
pricing schedule priced)	
<ul style="list-style-type: none"> Chainsaw Certificates and Pest Control Operator Certificate in terms of Act 36 of 1947 as amended (PCO-Weed Control) 	
<ul style="list-style-type: none"> Validity of Mandatory Documents / Schedules 	
<ul style="list-style-type: none"> Signed Certificate of Attendance of Site Briefing – Section 11 	
<ul style="list-style-type: none"> Completed Clause by clause compliance to Specification – Section 7 	

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.

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:	
- SECTION 2 : Evaluation criteria and list of returnable documents	

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 4: Certificate of Acquaintance with RFQ Documents	
- SECTION 5: RFQ Declaration and Breach of Law Form	
- SECTION 6: B-BBEE Preference Claim Form	
- SECTION 9: List of herbicides/product mixes and method applications	
SECTION 10: Method statement	

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, 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.

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" basis, excluding VAT:

PART C - SCHEDULE OF QUANTITIES AND PRICES

ITEM NO.	REF: CLAUSE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	RATE PER KM	TOTAL
1.	11.15.1	Ermelo-Maviristad	23kmx30m wide on both sides LHS& RHS	Km		
2.	11.15.2	Ermelo-Geluksplaas	84km x30m wide on both sides LHS & RHS	Km		
3.	11.15.3	Geluksplaas-Ogies	57kmx30m wide on both sides LHS & RHS	Km		
4	11.15.4	Ogies- Blackhill	24 km x30m wide on both sides LHS & RHS	Km		
5	11.15.5	Machadodorp-Ermelo	124 kmx30m wide on both sides LHS & RHS	Km		
6	11.15.6	Geluksplaas-Wonderfontein	62kmx30m wide on both sides LHS& RHS	Km		
7	11.15.7	Trichardt-Davel	34kmx30 wide on both sides LHS & RHS	Km		
					Sub Total	
					14% VAT	
					TOTAL	

RESPONDENT _____

DATE _____

Respondent's Signature

Date & Company Stamp

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

(How long it will take to complete the project)

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

6. REFERENCES

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

Company Name	Nature of work	Value of work	Contact Person	Contact details	Year Completed

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. 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”.
5. E4E – Safety Arrangements and Procedural Compliance (Act 85 of 1993) and applicable Regulations
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 “RFQs” 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.

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.

 Respondent’s Signature

 Date & Company Stamp

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: _____

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:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

10. We further hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 20__

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

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
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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 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 Respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (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 Respondent's assigning, leasing, making out work to, or employing, another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- (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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = 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
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an 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-Respondent 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.

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-Respondent.....
- iii) The B-BBEE status level of the sub-Respondent.....
- iv) Whether the sub-Respondent 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

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 Respondent 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 Respondent, 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

.....

Section 7 – CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION

Item no	Comply	Does not comply	Reasons/comments for non-compliance to project specification
<p>11.1 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 reserves under Geographical area controlled by Infrastructure Depot Engineering, Ermelo</p> <p>The performance due by the Respondent shall include any work arising from or incidental to the above or required of the Respondent for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.</p> <p>The Respondent shall obtain his/her own information regarding species, occurrence, and extent of vegetation to be controlled in order to comply with the required standards.</p>			
<p>11.2 SUFFICIENCY OF RFQ</p> <p>The contract will only be awarded to a Respondent who has experience in the application of herbicides in Southern Africa</p>			
<p>11.3 CONTRACT PERIOD</p> <p>The work provides for the control of vegetation for a period of six weeks from the date of notification and acceptance of RFQ with Transnet Freight Rail</p>			
<p>11.4 COMPLIANCE WITH STATUTES</p> <p>11.4.1 The Respondent's procedures for the</p>			

<p>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:</p> <p>a)The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.</p> <p>b) The Hazardous Substance Act (Act 15 of 1973) as amended.</p> <p>c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) ,(where applicable).</p> <p>d) The Environmental Conservation Act (Act 73 of 1989).</p> <p>e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".</p> <p>f) Conservation of Agricultural resources Act (Act 43 of 1983) (CARA) as amended.</p> <p>f) Common law of nuisance.</p> <p>g) Mountain Catchment Area Act (Act 63 of 1970).</p>			
<p>11.4.2. Declared weeds and declared plant invaders means Category 1, 2 & 3 plants that are proclaimed under the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), listed in Regulation 15.</p>			
<p>11.4.3.Where herbicides are used the Respondent's authorised representative shall be a registered Pest Control Operator (PCO), 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. Where there is more than one</p>			

<p>team working on different sites, each team must have a PCO on site.</p>			
<p>11.5 TO BE PROVIDED BY TRANSNET FREIGHT RAIL</p> <p>Inspections of the areas 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 of the Respondent’s intention to inspect.</p>			
<p>11.6 PRICING AND SCHEDULE OF QUANTITIES</p> <p>11.6.1 The quantities in the schedule of quantities are listed in the price schedule. The Respondent shall submit with his/her RFQ a complete and detailed priced schedule for the works.</p>			
<p>11.6.2 The Respondent shall price each item. If the Respondent 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.</p> <p>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 RFQs.</p>			
<p>11.6.3 The short descriptions of the items in the schedule are for identification purposes only. The Appendix (i) General Bid conditions – Services and Appendix (ii) Standard Terms and Conditions of Contracts shall be read in</p>			

<p>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 Respondent in the schedule of quantities and prices.</p>			
<p>11.6.4 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 that 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.</p>			
<p>11.7 TO BE PROVIDED BY THE RESPONDENT</p> <p>11.7.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work; the Respondent shall provide all accommodation and toilet facilities for his/her employees.</p>			
<p>11.7.2 The Respondent shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring</p>			

<p>that unauthorised persons or animals cannot gain access to such chemicals.</p> <p>The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.</p>			
<p>11.7.3 The Respondent 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.</p>			
<p>11.7.4. When required the Respondent 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.</p> <p>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 Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.</p> <p>The Respondent shall make available employees to be trained, certificated and used as Lookouts when required. The training shall be done at no charge to the Respondent.</p>			

<p>11.8 EVALUATION OF RFQS</p> <p>11.8.1 The Respondent shall submit as part of his/her RFQ, all relevant details of his/her production rate, and any other information needed to enable the RFQ to be evaluated as described above.</p>			
<p>11.9 INFORMATION TO BE PROVIDED WITH RFQ</p> <p>The Respondent shall submit the following information at the time of tendering:</p>			
<p>11.9.1 The Schedule of Quantities and Prices must be completed in full.</p>			
<p>11.9.2 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</p>			
<p>11.9.3 A list of registered products to be used in the work, supported by specimen labels, indicating:</p> <p>Trade name</p> <p>Generic name</p> <p>Registration Number</p> <p>Ingredients (type and content) as shown on the label</p> <p>Application rates</p> <p>The Technical Officer's approval shall first be obtained for use of other herbicides.</p>			
<p>11.9.4 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</p>			

<p>information.</p> <p>The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Respondent. The herbicides so specified shall be used as the basis for evaluating the efficacy of the Respondent's proposed method of work.</p> <p>The Respondent shall not be allowed to use broad-spectrum herbicides without prior written approval from the Technical Officer.</p> <p>The Respondent shall not depart from the minimum material usage tendered, without approval from the Technical Officer.</p>			
<p>11.9.5 A copy of the certificate issued by the Department of Agriculture to certify that the Respondent or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause 11.4.3 must be submitted.</p>			
<p>11.10 The scope of the work consists of the control and eradication of declared weeds and declared plant invaders as well as removal of cut/dead material in the rail reserve, including yard areas, as indicated in the Schedule of Quantities and Prices.</p> <p>This includes all trees and shrubs growing near open lines or cable routes deemed threatening to the normal operation of on-track machinery and vehicles</p>			
<p>11.11 The essence of the contract is that</p>			

<p>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.</p> <p>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.</p>			
<p>11.12 The ways and means by which the above-mentioned results are obtained are the responsibility of the Respondent. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Respondent to ascertain that all procedures and herbicidal applications are in accordance with his/her RFQ, the relevant legislation and are conducive to the achievement of long term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Respondent of his/her responsibility for satisfactory control of vegetation.</p> <p>Failure to comply with the minimum performance proposed by the Respondent in his/her RFQ 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.</p>			
<p>11.13 The Respondent must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.</p>			

<p>11.14 DEFINITIONS</p> <p>11.14.1 CONTROL</p> <p>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 :</p> <p>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</p> <p>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</p> <p>no new growth, such as seedlings or saplings, of declared weeds or declared plant invaders, of any height occur; and</p> <p>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.</p>			
<p>11.14.2 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 <i>on-going basis</i> and not only at the time of measurement and payment inspections.</p>			

<p>11.14.3 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from all cuttings and embankments.</p>			
<p>11.14.4 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from the bank or cutting.</p>			
<p>11.15 AREAS</p> <p>Areas shall be defined as the entire surface area of cuttings and embankments including flat areas.</p> <p>LHS and RHS defining Left Hand Side and Right Hand Side respectively, facing increasing kilometres.</p> <p>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.</p> <p>B11.15.1 Ermelo- Maviristad B11.15.2 Ermelo-Geluksploas B11.15.3 Geluksploas-Ogies B11.15.4 Ogies- Blackhill B11.15.5 Machadodorp-Ermelo B11.15.6 Geluksploas- Wonderfontein B11.15.7 Trichardt-Bethal</p>			
<p>11.16 WORKLOTS</p> <p>WORKLOT WITHIN TRANSNET FREIGHT RAIL RESERVE</p> <p>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 (30m from centre of rail) on both LHS and</p>			

<p>RHS respectively facing increasing kilometre. Where there is more than one railway line, the 30m should be measured from the last line.</p>			
<p>11.17 DECLARED WEEDS</p> <p>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.</p>			
<p>11.18 SPRAYING</p> <p>Spraying means the even and uniform application of chemical herbicides at the rates specified and applies to liquid, granular or any other formulation.</p>			
<p>11.19 OBSTRUCTING VEGETATION</p> <p>This includes all vegetation of the following nature:</p> <p>Overhead cables must be free of all vegetative matter within a 5m radius.</p> <p>All protruding vegetation (inclusive of overhanging canopies but excluding grass) within 6m from the centre of the track.</p> <p>All vegetation obstructing the line off sight of essential traffic signs.</p> <p>All other vegetation as pointed out by the Technical Officer that is deemed threatening to the normal operation of the track.</p>			
<p>11.20 METHOD OF VEGETATION CONTROL</p>			

<p>11.20.1 The Respondent'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 Respondent shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.</p>			
<p>11.20.2The type of herbicides and the methods of application to be employed are as specified by the Respondent per Part A and are subject to the approval of, and monitoring by the Technical Officer.</p> <p>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.</p> <p>The Respondent shall not be allowed to use broad spectrum herbicides without prior written approval from the Technical Officer.</p>			
<p>11.20.3 SITE CONDITION AND ACCESS</p> <p>Further to what is stated in clause 11.10 of this specification, eradication of trees and shrubs may normally be required on the side slopes of embankments and cuttings. The Respondent shall make due allowance for work being carried out on steep slopes.</p>			

<p>11.20.4 EXISTING DESIRABLE VEGETATION</p> <p>The essence of the contract is to promote natural vegetation (e.g. grass). Therefore where damage took place to existing indigenous vegetation as a result of the indiscreet application of herbicides. The Respondent shall be held responsible for the full reinstatement of the natural vegetation.</p>			
<p>11.20.5 DISPOSAL OF VEGETATIVE MATERIAL</p> <p>Further to clause 11.14.3 and 11.14.4 of this specification, the Respondent 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 Respondent is to ensure that no vegetative matter is deposited into open line concrete channels and culvert inlets and outlets. No disposal of vegetative matter may be done on adjacent lands.</p> <p>Suitable areas and/or methods will be agreed to with the Technical Officer on site prior to disposal of cut material.</p> <p>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.</p>			
<p>11.21 STANDARDS OF WORKMANSHIP</p> <p>11.21.1 Standard of vegetation control for individual worklots.</p> <p>11.21.2 Vegetation control shall be such that</p>			

<p>there are no live declared weeds and declared plant invaders exceeding 500mm in any dimension, occurring in the worklot.</p> <p>This excludes overhanging canopy growth of plants: -</p> <p>(i)with rootstock established entirely outside the worklot.</p> <p>(ii)with rootstock established on the boundary of the worklot, provided that :</p> <ul style="list-style-type: none"> •control was achieved over the remainder of the worklot. •The boundary concerned is not the boundary of an adjoining worklot. 			
<p>11.21.3 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.</p> <p>The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Technical Officer.</p>			
<p>11.21.4 For this contract, the Respondent should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her RFQ 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.</p>			

<p>11.22 Overall control</p> <p>11.22.1 The overall standard of control to be achieved by the Respondent over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;</p>							
<p>11.22.2 The standard of "Overall Control" to be provided on each district by the Respondent shall be:</p> <table border="1" data-bbox="352 734 810 1122"> <tr> <td data-bbox="352 734 644 891">Overall Control</td> <td data-bbox="644 734 810 891">After 6 weeks</td> </tr> <tr> <td data-bbox="352 891 644 1122">Minimum % of the total work which shall comply with the standard of control for individual work-lots.</td> <td data-bbox="644 891 810 1122">98</td> </tr> </table>	Overall Control	After 6 weeks	Minimum % of the total work which shall comply with the standard of control for individual work-lots.	98			
Overall Control	After 6 weeks						
Minimum % of the total work which shall comply with the standard of control for individual work-lots.	98						
<p>11.22.3 Failure by the Respondent to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Respondent which will entitle the Executive Officer to act in terms of the General Conditions of Contract.</p>							
<p>11.23 PROGRAMME OF WORK</p> <p>11.23.1 The Respondent 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 days from the date of notification by Transnet Freight Rail of the acceptance of his/her RFQ.</p>							
<p>11.23.2 The particulars to be provided in respect of the Respondent's vegetation control programme shall include but not be limited to the following:</p>							

<p>11.23.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,</p>			
<p>11.23.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract</p>			
<p>11.23.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.</p>			
<p>11.23.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,</p>			
<p>11.23.3 The Respondent shall conduct regular site investigations and monitoring procedures for the purpose of:</p> <ul style="list-style-type: none"> •ascertaining the nature of weed infestation and factors that could influence the work; •monitoring the standard of weed control achieved; •identifying any damage or hazards which may have been caused by the weed control operation, and •planning of timeous execution of remedial work where control is not being achieved. 			
<p>11.23.4 The Respondent's programme shall allow for commencement with the initial application of chemicals at the appropriate</p>			

<p>timing for achieving maximum success and for completion in the shortest possible time, but not later than three weeks after commencement of the initial application.</p>			
<p>11.23.5 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.</p>			
<p>11.23.6 In addition to the programme provided for in terms of 11.23.1 The Respondent shall submit daily working programmes to the Technical Officer, in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.</p>			
<p>11.24 PERFORMANCE MONITORING AND EVALUATION</p> <p>11.24.1 The Respondent shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed vegetation control. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.</p>			
<p>11.24.2 The Technical Officer shall at any time during the operational periods carry out routine inspections of the Respondent's performance methods and procedures.</p>			

<p>11.24.3 The Technical Officer shall, during the duration of the contract, carry out official inspections after 2 weeks of the last chemical application for the purpose of evaluating whether control, as defined, has been achieved and measuring progress.</p> <p>The Technical Officer will inform the Respondent in advance of the schedule of official inspections.</p> <p>The inspections shall be performed visually and the Respondent shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.</p>			
<p>11.24.4 During each of these inspections the worklots treated will each be measured and evaluated.</p> <p>A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot" no payment will be made.</p>			
<p>11.24.5 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 contract period.</p> <p>The Respondent may contest the rejection by the Technical Officer of work performance only at the time and place of rejection.</p> <p>The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes.</p>			
<p>11.24.6 In the case where the Technical Officer and the Respondent fail to agree on whether a worklot has failed. The worklot shall be recorded as a "disputed worklot" and the Respondent shall prepare an appropriate</p>			

<p>record of all disputed worklot in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the General Conditions of Contract clause 25.</p>			
<p>11.25 DAMAGE TO FAUNA AND FLORA</p> <p>11.25.1 The Respondent shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed.</p> <p>The Respondent 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.</p>			
<p>11.25.2 The Respondent shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature which may damage crops vegetation or property or be hazardous to humans or animals. The Respondent shall assume full responsibility for the efficiency and safety of whatever chemicals are used.</p> <p>Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.</p>			
<p>11.25.3 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.</p> <p>The Respondent shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.</p>			

<p>11.25.4 The Respondent shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.</p>			
<p>11.25.5 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.</p>			
<p>11.25.6 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 Respondent's program.</p>			
<p>11.26 MEASUREMENT AND PAYMENT 11.26.1 Payment will be based on the numbers of worklots treated as instructed by the Technical Officer and to which the Respondent successfully applied the vegetation control measures and has achieved the standard of control defined in clause 11.21.1</p>			
<p>11.26.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.</p>			
<p>11.26.3 Measurement and payment for the work completed will be made in two (2) stages: 11.26.3.1. After completion of the initial spraying of the entire Agreement area the Supervisor or his deputy and the Supplier will measure the work performed (number of worklots sprayed). The Supplier will thereafter receive payment at [50%] of the rates for all tendered sections as per the price schedule</p>			

<p>11.26.3.2. A second measurement and evaluation will be made AFTER 2 WEEKS OF LAST CHEMICAL APPLICATION. The Supplier will thereafter receive payment at [50%] of the rates tendered for all worklots where control as specified has been achieved or clear signs are evident that control is in the process of being achieved</p>			
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Section 8: SCHEDULE OF PLANT AND EQUIPMENT

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

(i) Plant immediately available for work tendered for :

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

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

SECTION 9: LIST OF HERBICIDES/PRODUCT MIXES AND METHOD APPLICATIONS.

- List of herbicides and product mixes to be used in the execution of this agreement in terms of the agreement conditions and specifications
- Please submit the full specimen labels and material data sheets
- All suggested herbicides must be registered and must achieve control with a full range of species
- Product mixes offered must be able to achieve a long term control.

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

(ii) Method Application:

(iii) Application rates of registered herbicides to be applied

(i) List of product mixes:

Respondent's Signature

Date & Company Stamp

SECTION 10: METHOD STATEMENT

- Respondents are required to start and complete initial vegetation control program in time
- Respondents are required to complete the following schedule and submit a **detailed program as a separate attachment.**

Number of teams to be used

Working Rates:

Area (Ha)/Area (m²) /Annual Work lots

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

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<hr/>	<hr/>

Details of a program in a line with a diagram/ bar chart format according to schedule of quantities MUST BE PROVIDED as well as a follow up remedial work. Program that must be submitted must be per team and as per area.

Please indicate whether you are willing to work on weekends or after hours

After-hour / Weekends:

YES	
NO	

SECTION 11: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of
this RFQ on _____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____