



**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No ERACSG525-22092**

**FOR THE PROVISION OF: THE CHEMICAL CONTROL OF VEGETATION IN YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY BETWEEN MAVIRISTAD AND VRYHEID FOR A PERIOD OF TWO YEARS**

**FOR DELIVERY TO** : AREAS AS INDICATED IN TENDER DOCUMENT

**ISSUE DATE** : 15 August 2016 TO 23 August 2016

**CLOSING DATE** : 06 September 2016

**CLOSING TIME** : 10:00

**COMPULSORY BRIEFING SESSION**

**DATE** : 24 August 2016

**TIME** : 10:00

**VENUE** : BOARDROOM 214, MALAHLE HOUSE, NO. 4  
KIEWIET STREET, EMPANGENI

**COLLECTION OF TENDER DOCUMENTS** : TRANSNET FREIGHT RAIL  
RECEPTION, TENDER OFFICE  
GROUND FLOOR  
MALAHLE HOUSE  
NO. 4 KIEWIET STREET  
EMPANGENI

**CONTACT PERSONS** : YOGESHNIE GENGAN  
035 906 7345

**EMAIL** : Yogeshnie.Gengan@transnet.net

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

Returnable Document

## Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

**METHOD:** Tender box, delivery by hand and dispatch by courier

**CLOSING VENUE:** The Secretary  
Transnet Freight Rail Acquisition Council  
Ground Floor  
Inyanda House 1  
21 Wellington Road  
Parktown

### 1 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.

### 2 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 described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) ; and therefore the **B0/20** system shall be applicable.

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

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

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

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



RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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## 9 Disclaimers

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

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

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

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

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

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

Transnet reserves the right to lower the threshold for Technical from **70%** to **60%** if no Bidders pass the predetermined minimum threshold.

## 10 Specification/Scope of Work

Refer to Annexure D for the specification.

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

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

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## **11 National Treasury Central Supplier Database registration**

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by forwarding us with your National Treasury "MA" reference number.

- Step 1: Access the CSD site on <https://secure.csd.gov.za/>
- Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Registration>
- Step 3: Receive an activation email and click activate account
- Step 4: Activate account by requesting and entering the OTP
- Step 5: Log in the CSD
- Step 6: Complete supplier identification information
- Step 7: Complete contact information
- Step 8: Complete address information
- Step 9: Complete bank account information
- Step 10: Complete tax information
- Step 11: Complete directors/members information (if non-CIPC company)
- Step 12: Complete associations (if relevant)
- Step 13: Complete commodities information
- Step 14: Complete B-BBEE information (future phase)
- Step 15: Maintain users
- Step 16: Complete notification information
- Step 17: Complete accreditations
- Step 18: Click on submit
- Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

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

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

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

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

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**RFQ FOR THE PROVISION OF SERVICES: THE CHEMICAL CONTROL OF VEGETATION IN YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY BETWEEN MAVIRISTAD AND VRYHEID FOR A PERIOD OF TWO YEARS**

**CLOSING VENUE: THE SECRETARY, TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN**

**CLOSING DATE & TIME: 06 SEPTEMBER 2016 AT 10:00 A.M.**

**VALIDITY PERIOD: 90 (NINETY) BUSINESS DAYS**

## SECTION 2

### EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

#### 12. 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
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.  - Two valid Pest Control Operators Certificate in industrial weed control
<b>Functionality Threshold</b>	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 <b>70%</b> .  Health and Safety Risk Assessment Environmental Assessment Technical Capacity and Resources Programme Schedule  will be considered as part of the technical evaluation [Refer to Annexure B for Technical Questionnaire]

Respondent's Signature

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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>
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**13. Validity Period**

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

This RFQ is valid until \_\_\_\_\_.

**14. Disclosure of Prices Quoted**

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

YES  NO

**15. Returnable Documents**

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

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

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

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

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form	
Annexure B: Technical Submission	
Health and Safety	
Risk Assessment	

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

\_\_\_\_\_  
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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
Environmental Assessment	
Technical Capacity and Resources	
Programme Schedule	
Annexure C : Certificate of attendance of compulsory RFQ briefing	
Two valid Pest Control Operators Certificate in industrial weed control	

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

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

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1 : Notice to bidders	
SECTION 2 : Evaluation criteria and list of returnable documents	
SECTION 4 : RFQ Declaration and Breach of Law Form	
Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure C : B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE D – Scope of requirements	
ANNEXURE E - General Bid Conditions - Services	

**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.

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

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



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**Returnable Document**

### **SECTION 3**

#### **QUOTATION FORM**

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

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

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

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

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

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

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

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

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Returnable Document

**PRICING SCHEDULE**

LOCATION	ANNUAL WORK-LOTS 300M2	RATE PER WORKLOT	TOTAL FOR YEAR 1	RATE PER WORKLOT	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
<b>PIET RETIEF (EXCL) - VRYHEID EAST(EXCL.) STATION YARDS</b>						
MKONDO	119.949					
MOOLMAN	94.94					
CONFIDENCE	57.346					
COMMONDALE	92.88					
HLUNGWANA	61.268					
DUMBE	16.31					
PAULPIETERSBURG	182.87					
MGOJANA	21.745					
MAHULUMBE	17.58					
MQWABE	76.438					
ZUNGWINI	134.545					
MSWANENI LOOP	17.795					
ZSA	28.725					
VRYHEID EAST	2011.55					
VRYHEID	213.7					
BALLAST SIDING	83.11					
SIKAME	88.673					
TENDEKA	60.983					
HLOBANE	79					
<b>BUILDING SURROUNDS - RELAY ROOMS</b>						
MKONDO - MKT	0.60					

Respondent's Signature

Date & Company Stamp

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## Returnable Document

LOCATION	ANNUAL WORK-LOTS 300M2	RATE PER WORKLOT	TOTAL FOR YEAR 1	RATE PER WORKLOT	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
MOOLMAN - MMN	0.60					
MOOLMAN - CONFIDENCE - MCN	0.51					
CONFIDENCE - CNC	0.61					
HOT BOX						
COMMONDALE - CON	0.60					
HLUNGWANA - HGW	0.58					
DUMBE DEVIATION - DBE	0.81					
DUMBE DEVIATION - DBE	1.16					
MAHULUMBE - MLX	1.16					
HOT BOX						
MQWABE - MQX	1.09					
ZUNGWINI - ZGN	1.48					
ZUNGWINI - ZGN	0.25					
MSWANENI DEVIATION - MSI	0.81					
ZUNGWINI - ZSA	1.08					
ZUNGWENI - ZSB	1.06					
VRYHEID EAST VHD A	1.23					
SIKAME - STA	0.83					
SIGNAL W/SHOP VHD EAST	26.41					
CTC OFFICE COMPLEX	8.55					
TENDEKA - TDA	1.24					
HLOBANE - HLB	0.66					
<b>BUILDING SURROUNDS - ELECTRICAL SUB STATIONS</b>						
PIET RETIEF TSS	0.45					
MOOLMAN SUB	6.32					
LANGFONTEIN TSS	0.36					

\_\_\_\_\_  
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## Returnable Document

LOCATION	ANNUAL WORK-LOTS 300M2	RATE PER WORKLOT	TOTAL FOR YEAR 1	RATE PER WORKLOT	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
HLUNGWANA SUB	6.82					
DUMBE SUB	0.78					
MQWABE SUB	6.05					
SIKAME SUB (25 KV)	5.43					
VRYHEID EAST TSS (25 KV)	0.43					
ELECTRICAL W/SHOP VHD EAST	41.70					
ELECTRICAL TRAINING CENTRE VHD EAST	6.08					
MAIN SUB (11 KV)	1.20					
DIESEL DEPOT SUB (11 KV)	0.53					
ADMIN SUB (11 KV)	0.74					
WERF SUB (11 KV)	0.72					
WERKSINSPEKTEUR SUB (11 KV)	0.72					
R4MT OUTDOOR SUB (11 KV)	0.00					
<b>BUILDING SURROUNDS - MICROWAVE TOWERS</b>						
SCHEEPERSNEK	4.44					
VHD MOUNTAIN	0.90					
<b>BUILDING SURROUNDS - OFFICE AREA</b>						
<b>VRYHEID</b>						
PARKING AREA	18.33					
WALL SURROUND	1.19					
CTC AREA	5.26					
<b>BUILDING SURROUNDS - MTV YARD</b>						
VHD YARD	34.67					
<b>BUILDING SURROUNDS - SIGNAL BOXES</b>						
MKONDO - VRYHEID EAST(EXCL.)	14.9325					

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

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## Returnable Document

LOCATION	ANNUAL WORK-LOTS 300M2	RATE PER WORKLOT	TOTAL FOR YEAR 1	RATE PER WORKLOT	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
VRYHEID AREA	5.83					
SIKAME (EXCL) - HLOBANE	0.72					
<b>ERMELO - PIET RETIEF</b>						
<b>STATION YARDS</b>						
MAVIRISTAD	27.16		-			
SHEEPMOOR	165					
NGWEMPISI	136					
PANBULT	206.67					
ISWEPE	158.67					
WILDRAND	82.33					
KEMP	148.33					
PIET RETIEF	214.33					
<b>SUBSTATIONS</b>						
SHEEPMORE	3.5					
ISWEPE	2.8					
HLELO	4.5					
WILDRAND	3.6					
<b>RELAYROOMS</b>						
SHEEPMORE	1.250					
ISWEPE	1.250					
HLELO	1.000					
WILDRAND	4.3					
MAIN SUB.ERMELO YARD MINI SUB.	3.800					
<b>TELLI CONTROL</b>						
MAVIRISTAD	0.01					
SHEEPMORE	0.020					

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

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

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## Returnable Document

LOCATION	ANNUAL WORK-LOTS 300M2	RATE PER WORKLOT	TOTAL FOR YEAR 1	RATE PER WORKLOT	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
SHEEPMORE 11KV	0.020					
PANBULT	0.020					
PANBULT	1.200					
ISWEPE	0.300					
ISWEPE 11KV	0.020					
ISWEPE	0.600					
HLELO	0.500					
WILDRAND	0.920					
WILDRAND	0.950					
KEMP	0.020					
KEMP	0.020					
PIET RETIEF 98/8	2.770					
MKHONDO 11KV	0.010					
MOOLMAN 11KV	0.020					
MCN	0.020					
CONFIDENCE	0.010					
COMMONDALE	0.010					
COMMONDALE 11KV	0.020					
PAULPIET 11KV	0.020					
MAHULUMBE	0.020					
MAHULUMBE	0.020					
MQWABE	0.020					
ZSA	0.020					
TENCOAL	0.020					
ZSB	0.020					
SIKAME	0.020					
TOTAL	<b>4847.417</b>					

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

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

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

**Notes to Pricing:**

All Prices must be quoted in South African Rand, exclusive of VAT

To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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

**PREVIEW COPY**

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

\_\_\_\_\_  
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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

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

1. The following documents all of which are available on Transnet’s website or upon request:
  - 1.1. General Bid Conditions;
  - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 1.3. Supplier Integrity Pact; s
  - 1.4. Non-disclosure Agreement; and
  - 1.5. Vendor Application Form and all supporting documents (first time vendors only)

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Freight Rail		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

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

SIGNATURE OF WITNESSE

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Respondent’s Signature

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



RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

**SECTION 4**

**RFQ DECLARATION AND BREACH OF LAW FORM**

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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

\_\_\_\_\_  
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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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

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

**BREACH OF LAW**

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

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

NATURE OF BREACH:

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

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

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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**RFQ FOR THE PROVISION OF SERVICES  
THE CHEMICAL CONTROL OF VEGETATION IN YARDS BY MEANS OF HERBICIDES ON TRANSNET  
FREIGHT RAIL PROPERTY BETWEEN MAVIRISTAD AND VRYHEID  
FOR A PERIOD OF TWO YEARS**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

- 1.1 A total of **20** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;

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

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order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

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

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October

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- 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability

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to execute the subcontract.

- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of **20** points]

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

**5.2 Subcontracting:**

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

If YES, indicate:

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

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporations

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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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Company (Pty) Ltd

(v) Describe Principal Business Activities

.....  
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

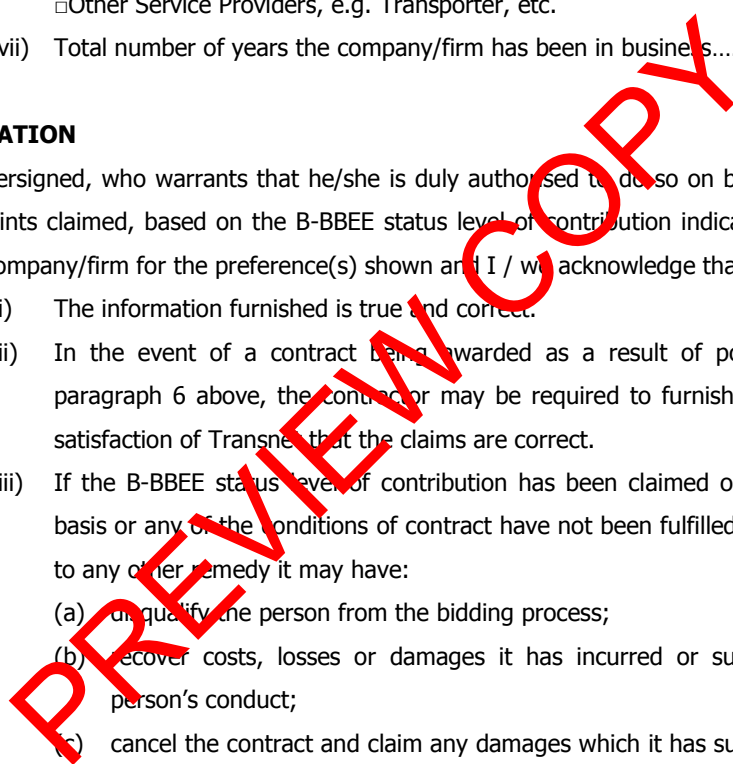
Other Service Providers, e.g. Transporter, etc.

(vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

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



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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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**WITNESSES:**

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

SIGNATURE OF BIDDER

DATE: .....  
COMPANY NAME: .....  
ADDRESS: .....

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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document****ANNEXURE B****TECHNICAL QUESTIONNAIRE**

<b>TECHNICAL REQUIREMENTS</b>							
<i>Respondents are to complete this Annexure, giving sufficient detail to permit an accurate assessment of your technical abilities.</i>							
Please note that all the requirements as is in the specification (Part A) are compulsory							
Inability to provide these essential requirements will preclude your company's eligibility at Stage One of the evaluation process							
<b>Technical Requirements</b>							
<b>Ref</b>	<b>Criteria</b>	<b>Requirements</b>	<b>Type of proof to be submitted</b>	<b>Applicable Clauses</b>	<b>Yes</b>	<b>No</b>	<b>Details of proof and page number in tender document</b>
<b>1</b>	<b>Health and Safety</b>	Proof of Compliance to Health and Safety regulations	Completed Health and Safety documents with documentation for recording all appointments, incidents and Inspections.	6.2			
<b>2</b>	<b>Risk Assessment</b>	All risks identified are addressed	Completed risk assessment	6.2.2			
<b>3</b>	<b>Environmental Assessment</b>	All risks identified are addressed	Completed Environmental risk assessment	4.1			

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RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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Ref	Criteria	Requirements	Type of proof to be submitted	Applicable Clauses	Yes	No	Details of proof and page number in tender document
4	<b>Technical Capacity / Resources</b>	Herbicides proposed sufficient to control weed species prominent in the area tendered for	List of herbicides and the rate of application to be used in the works	8.2			
		Product mixtures proposed	Detail of product mixtures specified in the method statement	8.2			
		Sufficiency of the teams, vehicles and equipment available per zone as stipulated in tender	<b>Included in the method statement:</b> - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify qty. of teams available for this tender -capacity of each team and the work rates of each team per day. -Specify qty. and type of support vehicles, etc. available for this tender.	8.2			
		<b>Full</b> specimen labels of herbicides proposed provided per zone as stipulated in tender.	Copies of <b>Full</b> specimen labels of herbicides proposed attached to tender	8.2			
		Detail of experience of chemical weed control not limited to the railway environment.	Completed schedule of Tenderer's experience (returnable schedule)	1.1.6			

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Ref	Criteria	Requirements	Type of proof to be submitted	Applicable Clauses	Yes	No	Details of proof and page number in tender document Ref Criteria
5	Programing Schedule	The duration and workrate is addressed for the initial spray of each season per zone as specified in the tender.	Detailed program in line diagram / Barchart format according to Bill of Quantities <b>Included in the method statement:</b> -Duration of initial treatment for season - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify qty. of teams available for this tender - capacity of each team and the work rates of each team per day. -Specify qty. and type of support vehicles, etc. available for this tender. -Statement of support vehicles available for this tender	3.3			
		Preliminary work program for the specified zone/s is included	Detailed program in line diagram / Barchart format according to Bill of Quantities	3.3			
		Follow-up program/remedial work is addressed per zone is included	Preliminary follow-up program in line diagram / Barchart format according to Bill of Quantities	3.3			

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**ANNEXURE C**

**CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that –

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

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

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

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

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

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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## **ANNEXURE D**

### **SCOPE OF REQUIREMENTS**

#### **1. DESCRIPTION OF THE WORKS**

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

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

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

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

## **1.3. LOCATION OF THE WORKS**

1.3.1. The location of the works is as indicated in the Schedule of Requirements and is in the geographical area controlled by the Depot Engineer, Vryheid.

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

## **1.4. DURATION OF AGREEMENT**

The work provides for the control of vegetation for commencement on the date of notification of acceptance of tender with Transnet Freight Rail for a period of **2 annual rainy seasons not exceeding 24 months**. The start date and completion date of the contract must be aligned with the annual rainy season to ensure optimal results.

## **2. GENERAL MAINTENANCE ASPECTS**

### **2.1. PLANT AND MATERIAL**

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

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

### **2.2. CONSTRUCTION EQUIPMENT**

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

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### **2.3. EXISTING SERVICES**

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

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

### **2.4. SITE ESTABLISHMENT**

#### **2.4.1. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER:**

2.4.1.1. In the case of an agreement for vegetation control the following will be provided free of charge:

2.4.1.2. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Supplier shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. These water points may be up to 200m apart.

2.4.1.3. Road vehicle accessibility via service roads to the work site is not always possible.

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

#### **2.4.2. TO BE PROVIDED BY THE SUPPLIER**

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

2.4.2.2. The Supplier 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.

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

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- 2.4.2.4. The personnel of the Supplier shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the Supplier's company. Should the Supplier wish to use another colour this must first be cleared with the Project Manager's Deputy.
- 2.4.2.5. An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be compiled by the Supplier 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.

**3. MANAGEMENT OF THE WORKS**

**3.1. SITE MEETINGS**

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

**3.2. SITE BOOKS**

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

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### **3.3. PROGRAMME OF WORK**

- 3.3.1. The Supplier shall undertake the detailed planning and programming of the entire vegetation control operation and shall submit this with the tender document. The programme shall be aligned with the commencement of the annual rainy season as the case may be.
- 3.3.2. The particulars to be provided in respect of the Supplier's vegetation control programme shall include but not be limited to the following:
- 3.3.3. An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the Agreement area,
- 3.3.4. The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the Agreement,
- 3.3.5. The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- 3.3.6. The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- 3.3.7. The Supplier 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.
- 3.3.8.** The Supplier's programme shall allow for the initial application of herbicides to coincide with the rainy season, for achieving maximum success. **The programme shall be completed in the shortest possible time not exceeding four, (4) weeks.**
- 3.3.9. If the Supplier uses different herbicides from those approved by the Project Manager's Deputy, approval shall first be obtained in writing for use of other herbicides.
- 3.3.10. The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Requirements.

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Respondent's Signature

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Date & Company Stamp

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

3.3.11. In addition to the annual programme provided the Supplier shall submit daily working programmes to the Project Manager's Deputy, 7 days in advance of the next working week, indicating the specific areas where the Supplier will be working each day of the week. Failure by the Supplier to submit a daily programme and/or deviating from it without notifying the Project Manager's Deputy, preventing him/her from monitoring the Supplier's performance, may result in payment for such work being withheld.

3.3.12. It is required that for the duration of the contract that the supplier shall base his / her work programme on the provision of at least two fully operational teams, consisting of 10 persons per team, to commence work at different locations as will be indicated by the Technical Officer.

**3.4. PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS**

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

3.4.2. The Project Manager's Deputy shall at any time during the application periods carry out inspections of the Supplier's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Supplier and he/she may be ordered by the Project Manager's Deputy to re-treat entire worklots or sections where such chemicals were applied.

3.4.3. The Project Manager's Deputy will during carry out **eight** official inspections for the entire duration of the contract namely, **four** inspections in each season of the work. For the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Supplier shall be present or forfeit his/her right to dispute the measurements and evaluation of the Project Manager's Deputy.

3.4.4. The first inspection shall comprise of several visits by the Project Manager's Deputy with the aim of measuring and evaluating work done during the initial spraying programme. With each visit the site diaries will be signed by the Project Manager's Deputy and the Supplier's Supervisor on site, namely the Pest control Operator.

3.4.5. The second inspection shall be done at [6] weeks after completion of the Supplier's initial spraying programme for the 1st season and after he/she has notified the Project Manager's Deputy that he/she

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Respondent's Signature

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Date & Company Stamp

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

has inspected the work and that control as specified has been achieved or clear signs are evident that control is in the process of being achieved.

- 3.4.6. The third inspection shall be done at, or within [20] weeks after completion of the Supplier's initial spraying programme for the 1st season and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control as specified has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 3.4.7. The fourth inspection shall be done at, or within [36] weeks after completion of the Supplier's initial spraying programme for the 1st season and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 3.4.8. The fifth inspection shall comprise of several visits by the Project Manager's Deputy with the aim of measuring and evaluating work done during the initial spraying programme for the 2<sup>nd</sup> season. With each visit the site diaries will be signed by the Project Manager's Deputy and the Supplier's Supervisor on site, namely the Pest control Operator. The final visit for this inspection shall be done after completion of the entire agreement area and after the Supplier has notified the Project Manager's Deputy that he/she has completed the work and that control as specified has been achieved as per but not restricted to clause 5.1.2.2 and 5.7 (**80% overall ongoing control**).
- 3.4.9. The sixth inspection shall be done at [6] weeks after completion of the Supplier's initial spraying programme for the 2<sup>nd</sup> season and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control as specified has been achieved or clear signs are evident that control is in the process of being achieved.
- 3.4.10. The seventh inspection shall be done at, or within [20] weeks after completion of the Supplier's initial spraying programme for the 2<sup>nd</sup> season and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control as specified has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 3.4.11. The eighth inspection shall be done at, or within [36] weeks after completion of the Supplier's initial spraying programme for the 2<sup>nd</sup> season and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.

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Respondent's Signature

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Date & Company Stamp

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

3.4.12. 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".

3.4.13. The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.

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

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

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

#### **4. ENVIRONMENTAL REQUIREMENTS**

##### **4.1. COMPLIANCE WITH STATUTES**

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

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- d) The National Environmental Management Act (Act 107 of 1998).
- e) The National Environmental Management Biodiversity act (Act 10 of 2004).
- f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

- h) Common law of nuisance.
- i) Mountain Catchment Area Act (Act 63 of 1970).
- j) The National Veld and Forest Fire Act (Act 101 of 1989)

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

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

If a different Pest Control Operator from the one provided in the tender document is allocated to a specific team the Project Manager's deputy must be notified in writing together with a copy of a valid Pest control Operator certificate.

**4.2. DAMAGE TO FAUNA AND FLORA**

4.2.1. The Supplier 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.

4.2.2. The Supplier 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 Supplier shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

4.2.3. 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 Supplier 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.

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

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

## **5. PARTICULAR SPECIFICATIONS**

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

### **5.1. DEFINITIONS**

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

### **5.1.2. CONTROL**

5.1.2.1. Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- The constituent parts of all plants occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
- there are no dead or dry remains of any vegetation within the treated area (worklot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.

5.1.2.2. Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an ***on-going basis*** and not only at the time of measurement and payment inspections.

### **5.1.3. WORKLOTS**

5.1.3.1. A WORKLOT is a subdivision of any area on which the Supplier shall control vegetation.

- In the case of yards and areas of a worklot will be areas of 300m<sup>2</sup> each.
- Worklots in yards, depots/areas are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 300 square metres.
- In yards, depots/areas where control is required worklots may be irregular in shape. For inspection

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

### Returnable Document

and payment purposes, worklots shall be physically measured where necessary. In such instances the Project Manager's Deputy shall decide in advance and advise the Supplier accordingly, of the method of measurement to be adopted in any particular area.

- In yards, depots/areas worklots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.
- A worklot for cable routes will normally be areas of 0.75m wide on both sides and parallel to the cable route and 200m long.

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

#### 5.1.4. SEASON

5.1.4.1. A season is a division of the year and for the purpose of this document the first and second season falls into two different years and coincides with the rainy season for that year for the area as specified.

5.1.4.2. The rainy season is the time of the year when most of the specified area's average rainfall occurs.

5.1.5. Formation is the finished earthworks surface upon which the track is laid.

5.1.6. Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

5.1.7. 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.

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

#### 5.2. METHOD OF VEGETATION CONTROL

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Respondent's Signature

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Date & Company Stamp



RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

- 5.2.1. The Supplier's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Supplier shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the Agreement.
- 5.2.2. Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in **5.3.3.** will be permitted.
- 5.2.3. Vegetation control in terms of the Agreement will normally be required in respect of the yards. The type of herbicides and the methods of application to be employed are as specified in the applicable returnable documents (clause 8.2) and are subject to the approval of, and monitoring by the Project Manager's Deputy.
- 5.2.4. The Project Manager's Deputy's approval shall not be obtained for use of other herbicides.
- 5.2.5. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 5.2.6. Any deviation from the method of work submitted as per the applicable returnable document (Clause 8.2) by the Supplier shall be subject to the approval of the Project Manager's Deputy.

**5.3. STANDARDS OF WORKMANSHIP**

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

This excludes overhanging canopy growth of plants: -

- (a) with rootstock established entirely outside the worklot.
- (b) with rootstock established on the boundary of the worklot, provided that:

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Respondent's Signature

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Date & Company Stamp

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

- control was achieved over the remainder of the worklot.
- a clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the worklot.
- the Supplier took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly.
- The boundary concerned is not the boundary of an adjoining worklot.

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

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

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

**5.4. MANUAL REMOVAL OF VEGETATION**

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

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

**5.5. PRICE ADJUSTMENT FOR INFLATION:**

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

The contract price adjustment factor shall be -

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

$$(1 - x) \left( 0.20 \frac{L_t}{L_o} + 0.05 \frac{P_t}{P_o} + 0.70 \frac{M_t}{M_o} + 0.05 \frac{D_t}{D_o} - 1 \right)$$

where  $x = 0,15$  and

$L_o$ ,  $P_o$ ,  $M_o$  and  $D_o$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

$L_t$ ,  $P_t$ ,  $M_t$  and  $D_t$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

$L_t$ ,  $P_t$ ,  $M_t$  and  $D_t$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

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

5.5.3. The indices to be used shall be those for the Consumer Price Index, Production Price Index and Contract Price Adjustment Provisions as obtained from the monthly Statistical News Release published by STATS South Africa.

$L_o$  and  $L_t$  shall be the labour indices for Metropolitan Areas (P0141; Table A; CPI: Main Indices; CPI for primary urban areas).

$P_o$  and  $P_t$  shall be the average of the price indices of Metals, machinery, equipment & computing equipment (weighted average of General & special purpose machinery and Household appliances & office machinery) and Transport Equipment (All) in the ratio of 1:1 (P0142.1).

$M_o$  and  $M_t$  shall be the price indices of Chemical, rubber & plastic products (Basic and other chemicals) in table 2 of the P0142.1.

$D_o$  and  $D_t$  shall be the price indices for selected materials (Diesel fuel, Coast & Witwatersrand) (Contract Price Adjustment Provisions, CPAP, P0151, Table 4)

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

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

- 5.5.5. The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the Agreement price adjustment factor for that month.
- 5.5.6. Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.
- 5.5.7. Any additions to or deductions from the amount payable, brought about by the application of the Agreement price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.
- 5.5.8. Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.
- 5.5.8.1. The Price Adjustment Factor calculated at the completion of the works is used for calculating price adjustment after this date.

**5.6. REMEDIAL WORK**

- 5.6.1. The Supplier shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated worklots.
- 5.6.2. The Project Manager's Deputy may, at any time after the first measurement order the Supplier to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Project Manager's Deputy for his/her approval. Failing to do so the Project Manager's Deputy may arrange for such action to be carried out by others at the cost of the Supplier.
- 5.6.3. Hoeing (skoffel) will not be allowed on its own as a remedial action.
- 5.6.4. Fire may not be used as a method of vegetation control or as a method of remedial action.

**5.7. OVERALL CONTROL**

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Respondent's Signature

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Date & Company Stamp

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

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

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

5.7.2. The standard of "Overall Control" (service level table) to be provided on each district by the Supplier shall be:

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

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

**6. GENERAL SPECIFICATIONS**

**6.1. WORK SPECIFICATIONS**

6.1.1. Standard Specifications.

The following standard Specifications will be applicable to this Agreement:

- SANS 1200A – General

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

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

6.1.2. The following Transnet Generic Specifications will be applicable to this Agreement:

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

**6.2. HEALTH AND SAFETY**

6.2.1. The Supplier shall at all-time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).

6.2.2. The Supplier shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Supplier must conduct his own formal risk assessment to identify all risks. The Supplier is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.

- Working with herbicides
- live OHTE
- Executing work on one line while a normal train service is running on adjacent line/s
- Sanitation and refuse disposal as a threat to the environment.

6.2.3. The Supplier shall be responsible to ensure the use of only technically competent trained staff on all types of work. The Supplier will have to ensure that the Supplier's personnel operating his/her own locomotives, haulage equipment, road rail vehicles or any other track vehicles on Transnet Freight Rail lines undergo a Transnet Freight Rail Operating course and also receive a certificate of track section competency. This cost is to be borne by the Supplier.

6.2.4. The Supplier shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.

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

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

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

- 6.2.5. The Supplier shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.
- 6.2.6. The Supplier shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area Project Manager's Deputies and Agreement 'supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.
- 6.2.7. The Supplier shall also be responsible to ensure that Agreement managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).
- 6.2.8. The Supplier shall ensure that all his employees undergo medical surveillance where required by legislation.
- 6.2.9. Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 6.2.10. Where training is required by the Supplier, Transnet Freight Rail (TFR) is committed to provide training, the Supplier shall qualify his tender as to what and how many staff, training will be required for. After award of the Agreement, the Supplier shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Project Manager's Deputy, for this training / testing.

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

<b>Course</b>	<b>Objective</b>	<b>Duration &amp; trainer</b>	<b>Grade to attend</b>
A) <b>Awareness</b> (Electrical)	To inform all Suppliers staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. <b>Accredited Electrical trainer / Depot's Electrical Supervisor</b>	<ul style="list-style-type: none"> <li>All workers and staff working on the Agreement</li> </ul>
B) <b>COM Competency</b> (Electrical)	Work permits safe working procedures under the direct supervision of a	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days	Supervisor (Responsible person in charge at machine working)

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

(To follow A)	responsible representative.	Total = <b>1 day</b> <b>Accredited Electrical trainer</b>	
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- The electrical awareness training must be arranged for beforehand on-the-job.
- The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Suppliers choice (Suppliers cost).

## 7. **PRICING INSTRUCTIONS**

### 7.1. **GENERAL**

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

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

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

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

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

- 7.1.4. No allowance is made for waste on items in the Schedule of Requirements.
- 7.1.5. It will be assumed that the prices included in the Schedule of Requirements are based on Acts, Ordinances, regulations, By-laws, International Standards and National Standards that were published 28 day before the closing date for tenders.
- 7.1.6. Such prices and rates cover all costs and expenses that may be required for the execution of the works described in accordance with the provisions of the Service Information, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Agreement Data, as well as overhead charges and profit.
- 7.1.7. The quantities set out in the Schedule of Requirements are estimated and may be more or less than stated. The Supplier shall submit with his/her tender a complete and detailed priced Schedule of Requirements (prepared in black ink) for the Works.
- 7.1.8. Each item shall be priced by the Tenderer. If the Supplier has omitted to price any items in the Schedule of Requirements, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.
- 7.1.9. Payment for this Agreement shall be based on the Schedule of Requirements and the payment will be made in accordance with the rates tendered in the Schedule of Requirements.

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

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

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Items classified as "provisional worklots" in the Schedule of Requirements indicate that there is no certainty about the amount of work, which will be required. In this Agreement the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually.' These areas will be measured per provisional worklot as defined in 5.1.3 and stated in the Schedule of Requirements. The standard of control for individual worklots shall apply.

**7.2. PAYMENT**

- 7.2.1. Payment will be based on the numbers of worklots treated as instructed by the Supervisor and to which the Supplier successfully applied the vegetation control measures and has achieved the standard of control defined in clause 5.3.
- 7.2.2. No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.
- 7.2.3. Measurement and payment for the work completed will be made in [8] stages.
- 7.2.4. 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 [30%] of the rates tendered for all of the completed work.
- 7.2.5. A second measurement and evaluation will be made in season **1** concurrent with the first official inspection conducted in accordance with clause 3.4.4. The Supplier will thereafter receive payment at [20%] 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.
- 7.2.6. A third measurement and evaluation will be made in season **1** concurrent with the second official inspection conducted in accordance with clause 3.4.5. The Supplier will thereafter receive payment at [30%] of the rates tendered for all worklots where control has been achieved.
- 7.2.7. A fourth measurement and evaluation will be made in season **1** concurrent with the third official inspection conducted in accordance with clause 3.4.6. The Supplier will thereafter receive payment at [20%] of the rates tendered for all worklots where control has been achieved.

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- 7.2.8. In season **2** after completion and spraying of the entire Agreement area the Supervisor or his deputy and the Supplier will measure the work performed (number of worklots sprayed). A **fifth** measurement and evaluation will be made concurrent with clause 3.4.7. The timing of this spray will be dependent on the Service Provider and the Technical officer being in agreement of the time of spraying. The Service Provider will thereafter receive payment at [30%] of the rates tendered for all of the worklots sprayed, where the required standard of control is achieved.
- 7.2.9. In season **2** a **sixth** measurement and evaluation will be made in season **2** concurrent with the first official inspection conducted in accordance with clause 3.4.4. The Service Provider will thereafter receive payment at [20%] 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.
- 7.2.10. In season **2** a **seventh** measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause 3.4.5. The Service Provider will thereafter receive payment at [30%] of the rates tendered for all worklots where control has been achieved.
- 7.2.11. In season **2** an **eighth** and final measurement and evaluation will be made concurrent with the third official inspection conducted in terms of clause 3.4.5. The Service Provider will thereafter receive payment for the season at [20%] of the rates tendered for all tendered worklots where control has been achieved.

## 8. LIST OF RETURNABLE DOCUMENTS

The tenderer must include the schedules and documents listed below in the tender document for tender evaluation purposes.

### 8.1. RETURNABLE SCHEDULES.

Please complete the schedules and return with the tender document

- Certificate of Attendance at Clarification Meeting
- Schedule of the Supplier's Experience
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Record of Addenda to Tender Documents
- Certificate of authority for joint ventures (where applicable)
- Form of Intent to provide Performance Bond

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- CV of key personnel.

## **8.2. INFORMATION TO BE PROVIDED WITH THE TENDER**

- Safety Plan in accordance with the Construction Regulations, 2003 (refer to the E4E (August Transnet 2006)
- A health and safety file consisting of but not restricted to:
  - HEALTH AND SAFETY PLAN
    - Completed Risk Assessment with regards the above works (identification & evaluation)
    - Documented plan of safe work procedures to mitigate, reduce or control risks
    - Fall protection plan - **(where applicable)**
    - A complete H&S plan
  - WSWP AND JOB OBSERVATIONS
    - Specific safe working procedures for all safety critical tasks.
  - APPOINTMENTS
    - Trained and certified first aiders for the above works
    - SHE Rep's for the above works.
    - Documented Health and Safety organigram (including sub-contractors where applicable)
  - CERTIFICATES
    - Site access certificate (Annexure 4 of E4E)
    - Machine operators.
    - Copies of medical surveillance records for personnel on this work site
    - Fitness certificates "e.g. working at heights .
  - AUDITS AND INSPECTIONS
    - Record of site inspections.
    - Applicable Checklist completed e.g. ladders, scaffolding, etc
    - Documented emergency procedures
    - Reports on condition of plant /equipment (in site diary)
  - TRAINING
    - Copies of Certificates of other training (E.g. Flagmen, technical training etc.)?
  - GENERAL
    - Notice of construction work to Dept. of Labour (where applicable)
    - Notices served by Dept. of Labour

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- Environmental Plan
- Work programme
- Method and detail of process including but not restricted to –
  - List of registered herbicides to be used in the work, supported by full specimen labels indicating trade name, generic name, registration number, ingredients (type and content) and application rates
  - Application rates of herbicides to be applied by the Supplier
  - Product mixtures
  - Detail and function of personnel to carry out operation
  - List of support resources to carry out operation
- Proposed Amendments and Qualifications
- Proposed Organization and Staffing structure including quantity of personnel to be trained in aspects of safety.
- Certified copies of valid Pest Control Operators registration certificates of the supervisory staff that **are accountable for the works in this tender**. The name of the Pest Control Operator must be linked in the staffing structure to a specific team responsible for spraying.

**9. HEALTH, RISK AND SAFETY PLAN REQUIRED**

The respondents tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. **(E7/1 July 1998)** and shall have part A and B of Health and safety Plan as outlined below.

**Part A: Health and safety Plan**

**9.1. SHE Management Structure**

- 9.1.1. Construction Work Supervisor (Construction Regulation 6)
- 9.1.2. Subordinate Construction Work Supervisor (Construction Regulation 6)
- 9.1.3. Construction Safety Officer (Construction Regulation 6(7)).
- 9.1.4. List of Respondents already appointed - List to be revised at least monthly.
- 9.1.5. Health and Safety Representative (Section 17 of OHS Act).

**9.2 SHE Organisation**

- 9.2.1 Health and Safety Committee.
- 9.2.2 Composition.
- 9.2.3 Frequency of Meetings.

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- 9.2.4 Minutes of meeting.
- 9.2.5 Legal Compliance Audits.
- 9.2.6 Audit Report.
- 9.2.7 Frequency of Audits.
- 9.2.8 Findings and Analysis.
- 9.2.9 Corrective Action.

**9.3. Risk Assessment/Management**

- 9.3.1. Task descriptions.
- 9.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 9.3.3. Risk Assessment (Construction Regulation 7)

**9.4. Education and Training**

- 9.4.1. Induction training (Construction Regulation 7(9))
- 9.4.2. Site Specific Training.
- 9.4.3. Certificate of Competence.

**9.5. Emergency Planning – Evacuation plan**

- 9.5.1. Client procedure.
- 9.5.2. Site Procedure.

**9.6. Health and Safety Communications**

- 9.6.1 Safety/Toolbox talks
- 9.6.2 Incident Report

**9.7. Safe Working Procedures and Methods**

- 9.7.1 Method Statements.
- 9.7.2 Safe Operating Procedures.
- 9.7.3 Task/Job observations.

**9.8. Personal Protective Equipment and Clothing**

- 9.8.1 PPE required after all other controls have been considered.
- 9.8.2 PPE proof of issue.

**9.9. Project security**

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- 9.9.1 Security risks identified.
- 9.9.2 Access control.

## **Part B. Environmental Management Plan**

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

1. Waste management.
2. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).
3. Contamination of surface and underground water.
4. Soil Contamination.
5. Storm Water Drainage.
6. Environmental Clean-up and Rehabilitation.

### **10.1 MINIMUM PLANT AND EQUIPMENT REQUIRED**

- 10.1.1 Knapsack Sprayers
- 10.1.2 Van or 1 ton Truck
- 10.1.3 Safety boots, goggles, jackets, gloves
- 10.1.4 Water tank for mixing chemicals

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## **ANNEXURE E**

**GENERAL BID CONDITIONS - SERVICES**  
**[March 2015]**

**PREVIEW COPY**

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**Returnable Document**

**TABLE OF CONTENTS**

1	DEFINITIONS .....	58
2	GENERAL .....	58
3	SUBMISSION OF BID DOCUMENTS.....	58
4	USE OF BID FORMS .....	58
5	BID FEES .....	59
6	VALIDITY PERIOD.....	59
7	SITE VISIT / BRIEFING SESSION.....	59
8	CLARIFICATION BEFORE THE CLOSING DATE .....	59
9	COMMUNICATION AFTER THE CLOSING DATE .....	59
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	59
11	POST TENDER NEGOTIATIONS.....	60
12	RETURNABLE DOCUMENTS .....	60
13	DEFAULTS BY RESPONDENTS .....	60
14	CURRENCY .....	60
15	PRICES SUBJECT TO CONFIRMATION .....	60
16	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES .....	61
17	EXCHANGE AND REMITTANCE.....	61
18	ACCEPTANCE OF BID.....	61
19	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	62
20	TERMS AND CONDITIONS OF CONTRACT .....	62
21	CONTRACT DOCUMENTS .....	62
22	LAW GOVERNING CONTRACT.....	62
23	IDENTIFICATION .....	63
24	CONTRACTUAL SECURITIES.....	63
25	DELETION OF ITEMS TO BE EXCLUDED FROM BID .....	63
26	VALUE-ADDED TAX .....	63
27	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT .....	64
28	DELIVERY REQUIREMENTS .....	64
29	SPECIFICATIONS AND COPYRIGHT.....	65
30	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS.....	65
31	CONFLICT WITH BID DOCUMENT .....	66
32	TRANSNET’S LIST OF EXCLUDED TENDERERS (BLACKLIST).....	66

PREVIEW COPY

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document****1 DEFINITIONS**

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

**2 GENERAL**

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

**3 SUBMISSION OF BID DOCUMENTS**

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

**4 USE OF BID FORMS**

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

**5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

**6 VALIDITY PERIOD**

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

**7 SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

**8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

**9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

**10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document**

date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

**11 POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

**12 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

**13 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

**14 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

**15 PRICES SUBJECT TO CONFIRMATION**

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

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**Returnable Document**

**16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

**17 EXCHANGE AND REMITTANCE**

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

**18 ACCEPTANCE OF BID**

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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## **19 NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

## **20 TERMS AND CONDITIONS OF CONTRACT**

20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

## **21 CONTRACT DOCUMENTS**

21.1 The contract documents will comprise the General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

## **22 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

**Returnable Document****23 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

**24 CONTRACTUAL SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

**25 DELETION OF ITEMS TO BE EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

**26 VALUE-ADDED TAX**

- 26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 26.2 In respect of foreign Services rendered:
- the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
  - the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

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## **27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

### **27.1 Method of Payment**

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.1a) above. Failure to comply with clause 27.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

### **27.2 Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

## **28 DELIVERY REQUIREMENTS**

### **28.1 Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

### **28.2 Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

### **28.3 Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if



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immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

**29 SPECIFICATIONS AND COPYRIGHT****29.1 Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

**29.2 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

**30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [**EFT**]:

- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

**31 CONFLICT WITH BID DOCUMENT**

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

**32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.

32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

RFQ for the Provision of services: The chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property between Maviristad and Vryheid for a period of two years

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- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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