

**TRANSNET FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ]

RFQ ERACES3786-21553 FOR THE PROVISION OF FIRE BREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE FOR A PERIOD OF TWO MONTHS

PREVIEW TEXT

RFQ NUMBER: ERACES3786-21553

ISSUE DATE: 31 MAY 2016

CLOSING DATE: 14 JUNE 2016

CLOSING TIME: 10:00

BID VALIDITY PERIOD: 30 SEPTEMBER 2016

SCHEDULE OF BID DOCUMENTS

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ANNEXURE A: NO. 101 OF 1998: NATIONAL VELD AND FOREST FIRE ACT, 1998

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	For the provision of fire breaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Polokwane for a period of two months [the Services]
BID FEE AND BANKING DETAILS	This RFQ is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	The office of Transnet Freight Rail Advice Centre Nzasm Building Ground Floor, Room G16 Cnr No.6 Minnaar and Paul Kruger Street Pretoria 0001
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 07:30 and 16:00 from 31 May 2016 until 06 June 2016
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Tuesday, 4 June 2016 Bidders must ensure that bids are delivered timeliness to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	30 September 2016 Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory pre-quotation RFQ briefing will be conducted in the Infra boardroom at the Depot Engineer's office, Rail Network, c/o Hospital and Church Streets (behind GAME) Polokwane on Tuesday, the 07 June 2016, at 10h00 for a period of ± 60 minutes. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

Contact person for technical enquiries: Mr Matlale Phakwago Tel: 015 299 6445/ 083 460 2207

- 2.1 *A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Quotation as proof of attendance.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- 2.3 Respondents without a valid RFQ document in their possession will be allowed to attend the RFQ briefing.

- 2.4 Respondents to bring their safety boots and reflective vests as various operational sites will be visited after the briefing session.

3 QUOTATION SUBMISSION

Quotations must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council
RFQ No: ERACES3786-21553
Description For the provision of fire breaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Polokwane for a period of two months.
Closing date and time: 14 June 2016
Closing address *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Nzasm Building, Cnr No.6, Minnaar and Paul Kruger Street, Pretoria, and should be addressed as follows:

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THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
Nzasm Building
Ground Floor, Foyer
Cnr No.6 Minnaar and Paul Kruger Street
Pretoria
0001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public from 7h00 to 16h00, 5 days a week.

4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
Nzasm Building
Ground Floor, Room G16

Cnr No.6 Minnaar and Paul Kruger Street
Pretoria
0001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Respondents are required to complete Section 7 [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.

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5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [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 for the JV or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black

Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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.

In terms of Section 7 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-Respondent/s.

6 COMMUNICATION

6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to Yvonne Scannell before **12:00, 3 days prior to closing date**, substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to Respondents. If you are unable to contact the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 012 315 4122, email morris.mhlongo@transnet.net on any matter relating to its RFQ Quotation.

6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 CONFIDENTIALITY

7.1 All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services , which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFQ albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 8.5 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of Quotations. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 reject all Quotations, if it so decides;
- 10.6 withdraw the RFQ on good cause shown;
- 10.7 award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;

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

Transnet reserves the right to undertake post-RFQ negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

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

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next 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 80% to 70% if no Bidders pass the predetermined minimum threshold in respect of Technical.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Quotation, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

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

12 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

In terms of paragraph 5 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 a supplier is registered as a prospective supplier on the National Treasury Central Supplier Database.

National Treasury	Unique Vendor Number	Yes/No
Central Supplier Database		

In the Yes/No column above, please confirm your registration by providing your National Treasury Unique Vendor Number

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

TIP-OFFS ANONYMOUS: 0800 003 056

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1.1 SCOPE OF REQUIREMENTS

1.1.1 SCOPE OF WORK

1.1.1.1 This RFQ covers the provision (burning) of firebreaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Polokwane, to the extent that area(s) treated in terms of this contract are rendered grasses, perennial weeds, shrubs and reeds are cut down and shall not exceed 100 mm long and are capable of spreading fire from Transnet Freight Rail property as defined, for the periods specified herein.

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

1.1.1.3 The Respondent shall obtain his/her own information regarding species, occurrence and extent of vegetation in the area and topography where firebreaks are to be provided in order to comply with the required standards.

1.1.2. SUFFICIENCY OF RFQ

1.1.2.1 The contract will only be awarded to a Respondent who has experience in the S.M.E. provision of fire breaks in accordance with legislation (in addition to the National Veld and Forest Fire Act no. 101 of 1998) and rules of the applicable Fire Protection Associations (FPAs).

1.1.2.2 A briefing session/Site Inspection Certificate (Section 8) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the RFQ, and the submission thereof will be deemed to indicate the Respondent's acquaintance with the occurrence and extent of species of vegetation and topography of the area / areas where firebreaks are to be provided and all aspects that will and/or may affect such provision and costs thereof.

1.1.3. DURATION OF CONTRACT

The work provides for the preparation and burning of firebreaks over a period of two months commencing on the date of notification of acceptance of RFQ with Transnet Freight Rail and completed before or on **31 August 2016** of the specific year.

1.1.4. COMPLIANCE WITH STATUTES

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

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.

- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- d) The National Environmental Management Act (Act 107 of 1998).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

1.1.5 GENERAL

Respondents are required to RFQ for all the areas quoted in the Schedule of Quantities and Prices, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this RFQ.

1.1.6 GUARANTEES

1.1.6.1 There will be no security required.

1.1.6.2 Retention money will not be deducted from payments.

1.1.7 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

1.1.7.1 The following materials, equipment and services will be provided free of charge by Transnet Freight Rail where required:

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1.1.7.1.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Respondent shall be responsible for all work and equipment needed to fill the water trucks from the water points provided and to ensure that the water is suitable for its intended use.

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

1.1.8 CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

1.1.8.1 In the event of any equipment being provided by Transnet Freight Rail such equipment shall be used in the most careful and economical way and the Respondent shall take all necessary care to prevent loss or damage.

1.1.9 TO BE PROVIDED BY THE RESPONDENT

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

1.1.9.2 The Respondent shall provide at his/her own cost any security measures he/she may deem necessary for safe and

effective execution of the work within the contract area.

- 1.1.9.3 The Respondent shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the Respondent shall at all time, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue or preferably bear the name of the Respondent's company. Should the Respondent wish to use another colour this must first be clear with the Technical Officer or his/her deputy?
- 1.1.9.4 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Respondent and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
- 1.1.9.5 The Respondent shall make available employees to be trained, certificated and used as lookouts / sentries when required. The training shall be done at no charge to the Respondent.
- 1.1.9.6 The Respondent must provide proof of the following recent training course / qualifications of personnel which would be performing this work on Transnet Freight Rail Property:

Principal Respondent / Respondents Site Supervisor and all Sub-contractors

- Basic Fire Fighting Training Certificate

Workers

- Basic Fire Fighting Training Certificate

The training, as described above, of Respondent's personnel will be for his / her own account.

- 1.1.9.7 The following is regarded as the minimum requirements pertaining to Personal Protective Equipment (PPE) to be worn by all personnel performing this work on Transnet Freight Rail Property:

- Leather Boots (without steel tips)
- Leather Gloves
- Balaclavas
- Fire fighting helmet
- T-Shirt
- 100% Cotton overall

Outer worn or visible item of clothing may not be any shade of Amber / Orange, Red or Green.

- 1.1.9.8 The following is regarded as the minimum equipment the Respondent will have on site for the entire period while making fire breaks on Transnet Freight Rail property. Proof must be provided that all equipment will be operational, ready and available at the start of the contract and for the duration of the contract.

Minimum equipment per team / worksite

- Bakkie Sakkie minimum water capacity 500lt (on 4 x 4 vehicle) 2
- Bulk Water Supply tanker min water capacity = 10,000 litre 1
- Rake / Hoes 1 per 1 team member
- Beaters 1 per team member
- Knapsacks min capacity 15 litres 5 per 1 team
- Drip Torch 1 per team
- Cell Phone 1 per team
- Hand Held Radio (portable) 2 per team
- First Aid Kit 1 per team
- Fire Fighters – team consisting of not less than 13 persons
(10 fire fighters, 1x bakkie driver, and 1 x knapsack operator
1 x fire torch operator)
- Crew Leader / Fire Boss / Supervisor 1 per team
- Portable Wind speed meter 1 per team
- Mobile weather station 1 per team
- Hand held weather reading device which can accurately measure wind speed, relative humidity, temperature and Barometric pressure per team. 1 per team
- Brush cutters, chain saws 1 per team

1.1.10. SCHEDULE OF QUANTITIES AND PRICES

1.1.10.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Respondent must submit with his/her RfQ a complete and detailed price schedule for the work.

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1.1.10.2 Each item shall be priced by the Respondent. If the Respondent has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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

1.1.10.4 The short descriptions of the items in the schedule are for identification purposes only. The Transnet General RFQ Conditions together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Respondent in the Schedule of Quantities and Prices.

1.1.11 CONTRACT PRICE ADJUSTMENT FORMULA

1.1.11.1 This contract will not be subjected to price adjustment and /or escalation.

1.1.12. EVALUATION OF RFQ

1.1.12.1 Respondents may submit alternatives to the methods of firebreaks provision described herein. Such alternatives as well as the materials, methods which the Respondent propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of RFQs.

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

1.1.13 SITE MEETINGS

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

1.1.14 SITE BOOKS

1.1.14.1 A Site Instruction book with triplicate pages shall be provided by the Respondent, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

1.1.14.2 The site diary shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and with the Respondent and Technical Officer or his/her deputy shall sign across the line. If no entry was made, "No work" must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

1.1.14.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application as required in terms of section 16 of Act 36 1947, and as a daily record of prevailing weather conditions on site i.e. wind speed and humidity, Fire Danger Index as obtained from the FPA (10h00 and 14h00 readings), daily burning permit number and any other information pertinent to the making of fire breaks. Copies of daily burning permit shall be pasted into the site book.

1.1.14.4 Only persons authorised in writing by the Technical Officer or Respondent may make entries in the site books.

1.1.14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".

1.1.14.6 On completion of the contract the Site Book / Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail

1.1.15 INFORMATION TO BE PROVIDED WITH RFQ

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

Full description:

- of the plant and methods of work to be used,
- detailed daily work rates of the team / teams and equipment to be used to execute the work
- precautions to be implemented to prevent fires spreading to adjoining property,
- fire fighters that will be on site at any given time,
- Fire fighting equipment available to him/her for all aspects of the work required to ensure performance as specified.

1.1.15.2 Whether the Respondent intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

1.1.15.3 Proof of inspection of all sites on the enclosed Certificate of Attendance. (Section 8)

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

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

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

1.1.16 PENALTIES FOR LATE COMPLETION

1.1.16.1 The provisions pertaining to "penalties for late completion" shall not apply to the contract.

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1.2 PROJECT SPECIFICATION FOR FIREBREAKS

1.2.1 SCOPE OF WORK

1.2.1.1 The scope of the work consists of the provision of fire breaks on Transnet Freight Rail property along the rail right of way between the boundary fences in the following sections, as per attached schedule of quantities:

- Soekmekaar to Bandelierskop
- Koper to Groenbult
- Nirvana to Naboomspruit
- Letsitele to Gravelotte
- Hammanskraal to Vasfontein
- Bush Clearing between Nzima to Goudplas

1.2.1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the provision of firebreaks required in terms of the contract.

1.2.1.3 The essence of the contract is that Transnet Freight Rail requires the provision of firebreaks on Transnet Freight Rail property.

1.2.1.3.1 The ways and means by which the above-mentioned results are obtained are the responsibility of the Respondent. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Respondent to assure that the methods and applications are in accordance with his/her RFQ, the relevant legislation and are conducive to the health and safety of functional firebreaks. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Respondent of his/her responsibility for satisfactory performance.

1.2.1.3.2 Failure to comply with the minimum performance proposed by the Respondent in his/her RFQ may form the basis for non-payment for work done.

1.2.1.4 The Respondent must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to provide these fire breaks.

1.2.2. DEFINITIONS

1.2.2.1 FIRE BREAKS

1.2.2.1.1 Fire breaks are defined as a strip (natural or manmade) of property within Transnet Freight Rail boundary along both fences where the fuel characteristic of the vegetation has been managed so that the potential of fires spreading to adjoining property from Transnet property or vice versa is reduced. Fire breaks may not cause soil erosion; and it is reasonably free of combustible material capable of carrying a veldfire across it.

1.2.2.2 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at

the clearance mark of the facing points.

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

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

1.2.3. METHOD OF PROVIDING FIRE BREAKS

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

- 1.2.3.2 Firebreak provision in terms of the contract will normally be required in respect of yards, depot, Transnet Freight Rail right of way and ancillary areas, where applicable. The methods employed are as specified by the Respondent per Part 1.1.15.1 and are subject to the approval of, and monitoring by the Technical Officer. Fire break provision methods shall, however, be entirely in accordance with the local Fire Protection Association rules / Local Authority by laws and or National Legislation specifications and recommendations for safe and effective fire breaks.

- 1.2.3.3 The Respondent shall, prior to any firebreak provision within the work area, it is recommended that the respondent have a wood chipper. The cut grass and shrubs material are to be removed from all the sites as when left them will be regarded as a fire fuel.

- 1.2.3.4 The Respondent will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to such working.

- 1.2.3.5 We require two teams, meaning 10 fire fighters, a crew leader per team. The team will be relieving each other as we will be working long hours. The minimum plant that is mentioned in 1.1.9.8 will be shared amongst the teams.

1.2.4. STANDARDS OF WORKMANSHIP

- 1.2.4.1 Standard of firebreaks shall be such that:

- it is wide enough but not less than 10 meters, property dimensions permitting, measured inward from both boundary fences and long enough to have a reasonable chance of preventing a veldfire from spreading to or from adjoining property, and
- in station areas the width will not be less than 10 meter, property dimensions permitting, measured inward from both boundary fences
- it does not cause soil erosion; and
- It is reasonably free of combustible material capable of carrying a veldfires across it.
- There is no grass or combustible material dry material taller than 150mm present.

No flare up of flames may take place. The Respondent shall indicate in his / her RFQ document steps to be implemented by him / her to prevent flare ups and the modus operandi that will be followed to deal with any flare up that do occur. The procedure shall include at least the following:

- Mopping Up: The entire fire line must be adequately contained. All smouldering embers must be extinguished with water.
- The mopping up team must be visited twice a day by the fire team.
- This presence must be in place for duration of 48 hours after burning a specific section.
- While burning fire breaks on Transnet Freight Rail property the Respondent, equipment and his / her workers will not vacate the geographical area of the depot to combat possible flare ups due to the arising from their activities

1.2.5. PROGRAMME OF WORK

1.2.5.1 The Respondent shall undertake the planning and programming of the entire firebreaks provision operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her RFQ or the commencement of the annual burning season as the case may be.

1.2.5.2 The particulars to be provided in respect of the Respondent's tracer lines, minor fire breaks around electrical and or signal installations and firebreaks provision operation shall include but not be limited to the following:

1.2.5.2.1 A site plan showing the location of the fire breaks and the location of the fire breaks to be provided in the contract area,

PREVIEW TEXT

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

1.2.5.3 In addition to the initial program provided for in terms of 1.2.5.1. The Respondent shall submit daily working programs to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Respondent will be working each day of the week. Failure by the Respondent to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Respondent's performance, may result in payment for such work being withheld.

1.2.6 PERFORMANCE MONITORING AND EVALUATION

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

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

- 1.2.6.3 The Technical Officer will during fire breaks programme carry out an inspection of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspection shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.
- 1.2.6.3.1 The inspection will be carried out after completion of the Respondent's firebreaks programme and after he/she has notified the Technical Officer that he/she has inspected the work and that all firebreaks are in place. This inspection may be brought forward.
- 1.2.6.3.2 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".
- 1.2.6.4 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 Technical Officer of work performance may be contested by the Respondent only at the time and place of rejection. The rejection of a worklot at the final inspection shall remain final for payment purposes, notwithstanding the fact that the Respondent may execute further remedial work in order to achieve control at further and final inspections.
- 1.2.6.5 In the case where the Technical Officer and the Respondent fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Respondent shall prepare an appropriate record of all disputed 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 – Services.

1.2.7

REMEDIAL WORK

PREVIEW TEXT

- 1.2.7.1 The Respondent shall carry out remedial work to all work lots where the standard of workmanship has not been achieved, prior to the official inspections in terms of clause 1.2.6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a fire hazard to Transnet Freight Rail Operations or adjoining property.
- 1.2.7.2 Slashing of burnt vegetation will be allowed on its own as a remedial action.
- 1.2.7.3 The Respondent shall carry out repair to any fence damage by him / her during the making of fire breaks.
- 1.2.7.4 Fire may be used as a method of to provide fire breaks or as a method of remedial action.

1.2.8 DAMAGE TO FAUNA AND FLORA AND TRANSNET ASSETS

- 1.2.8.1 The Respondent shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the work area.
- 1.2.8.2 The Respondent shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Respondent shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

- 1.2.8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants. The Respondent shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works. Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- 1.2.8.4 The Respondent shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.
- 1.2.8.5 Damage to Transnet assets by the Respondent, such as to boundary fences, shall be repaired by the Respondent on a daily basis as and when damage took place.

1.2.9 MEASUREMENT AND PAYMENT

- 1.2.9.1 Payment will be based on the numbers of work lots where fire breaks was provided as instructed by the Technical Officer and to which the Respondent has achieved the standard as defined in clause 1.2.4.1.
- 1.2.9.2 No payment will be made for rejected work lots where the standards achieved does not meet the standards specified.
- 1.2.9.3 Measurement and payment for the work completed will be made in two stages as follows:
- 1.2.9.3.1 A measurement and calculation will be made by the office inspection conducted in accordance with clause 1.2.6.3.1. The Respondent will thereafter receive payment at 100% of the rates tendered for all work where standards as specified have been achieved.
- 1.2.9.3.2 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Respondent costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Respondent's profit, for all delay and consequential costs and for everything of whatever nature required of the Respondent for completion of the work included in the Contract.

1.2.10 HEALTH, RISK AND SAFETY PLAN REQUIREMENTS

- 1.2.10.1 The following items should be covered in the health, risk and safety plan to be submitted with the tender.
- Project details
 - Objectives
 - Legislation
 - Statutory obligation
 - Incident management
 - Logbooks and register (appointment for first aider and fire fighter)
 - Risk management
 - Education and training

- Emergency planning-evacuation plan
- Environment
- Health and safety communications
- Safe working procedures(using light torch, brush cutter, chainsaw, burning of fire breaks)
- Personal Protective equipment and clothing
- Project security

1.2.11 METHOD STATEMENT REQUIREMENTS

1.2.11.1 The method statement should consist of a work program in line/bar chart and or word format

- A detailed program in line diagram / bar chart and word format which covers all areas in the bill of quantities with the ability to start and complete initial burning of fire breaks in time according to specification and remedial work addressed per zone in the tender.

2 GREEN ECONOMY / CARBON FOOTPRINT

2.1 Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

3 GENERAL SERVICE PROVIDER OBLIGATIONS

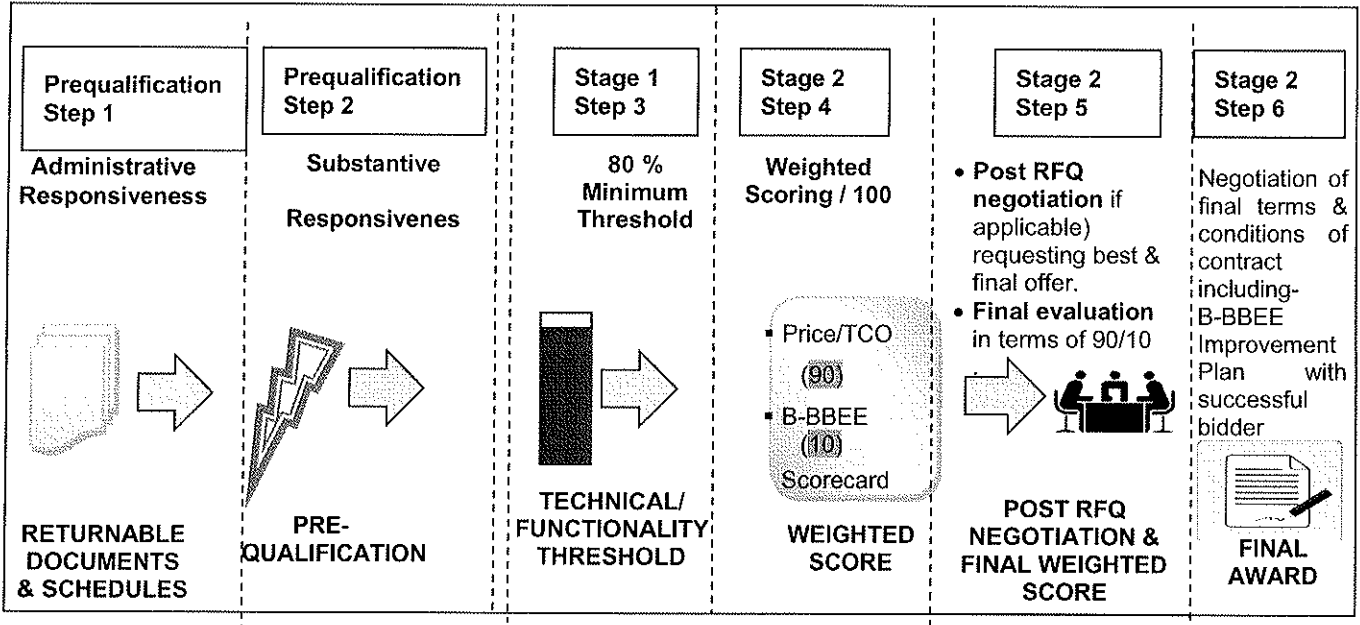
3.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

3.2 The Service Provider(s) must comply with the requirements stated in this RFC.

PREVIEW TEXT

4 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stages.

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4.1 PREQUALIFICATION STAGE ~ STEP ONE: Test for Administrative Responsiveness to RFQ

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	Section 1 paragraph 3
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time ~ A valid letter of good standing with the Compensation Commissioner issued by Department of Labour 	Section 4
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 4

The test for administrative responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further pre-qualification

4.2 PREQUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given ~ A fully completed clause by clause statement of compliance to the special conditions and the project specification. ~ Principal Contractor <ul style="list-style-type: none"> Crew leader fire fighting training certificate x 2 (2 certificates to be submitted with the RFQ) ~ Workers: <ul style="list-style-type: none"> Basic fire fighting training certificate x 20 (20 certificates to be submitted with the RFQ for two teams) 	<i>All Sections</i> <i>Section 12, Page 49-52</i> <i>Section 2</i>
<ul style="list-style-type: none"> Whether the compulsory information briefing session was attended 	<i>Section 1, paragraphs 2.1 & section 8</i>

The test for substantive responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further evaluation

4.3 STAGE 1 ~ STEP 3: Minimum Threshold 80% for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings	RFQ Reference
Method Statement- in line with the specification and schedule of quantities.		<i>Section 11, Page 48</i>
<ul style="list-style-type: none"> Ability to start and complete initial burning fire breaks in time and remedial work is addressed 	50%	
Experience		<i>Page 28</i>
<ul style="list-style-type: none"> Details of experience in burning fire breaks 	20%	
Health, risk and safety plan		<i>Section 10, Page 47</i>
<ul style="list-style-type: none"> Health, risk and safety plan according to list of requirements indicated in the RFQ 	30%	
Total Weighting:	100%	
Minimum qualifying score required:	80	

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non-Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

Respondent's Signature

Date & Company Stamp

The minimum threshold for technical/functionality [Stage One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for final evaluation

4.4 STAGE TWO ~ STEP 4: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score **80** points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 3

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

4.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Evaluation Criteria	Minimum Percent [Weighted]
Technical, Functionality	80

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

5 STAGE TWO ~ STEP 5: Post RFQ Negotiations (if applicable)

Transnet reserves the right to conduct post RFQ negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post RFQ negotiations, Respondents 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 90/10.

6 STAGE TWO ~ STEP 6: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

PREVIEW TEXT

Section 3: SCHEDULE OF QUANTITIES AND PRICES*Respondents are required to complete the table below:*

ITEM	DESCRIPTION	Unit	Quantity	Rate	Total price
1	Cutting of the grass within the reserve between Soekmekaar to Bandelierkop and Koper to Groenbult (Maximum of 14 km width on both sides)	Km	25		
2	Create fire breaks by burning the grass within the reserve between Soekmekaar to Bandelierkop and Koper to Groenbult (Maximum of 14 km width	Km	35		
3	Create fire breaks by burning the grass within the reserve between Nirvana to Naboomspruit (Maximum of 14 km width on both sides)	Km	107		
4	Create fire breaks by burning the grass within the reserve between Hammanskraal to Vasfontein (Maximum of 14 km width on both sides)	Km	20		
5	Create fire breaks by burning the grass within the reserve between Letsitele and Gravelotte (Maximum of 14 km width on both sides)	Km	3		
6	Bush clearing between Nzima 5 km to Goudplas (Shrubs not longer than 6 m long) for a 10m wide	Km	120		
Sub Total (Excl. VAT)					
VAT @ 14%					
Grand Total (Including VAT)					

Respondent's Signature

Date & Company Stamp

Returnable document**Notes to Pricing:**

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis. (Note: 8 worklots = 1km)
- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES	
-----	--

1 DISCLOSURE OF PRICES

- 1.1 Respondents must indicate below whether Transnet may disclose their prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

2 SERVICE LEVELS

- 2.1 An experienced account representative(s) is required to work with Transnet's procurement

representative. Sales representatives are held responsible for individual department or divisions. Additionally, there shall be a minimum number of people, fully informed and accountable for this agreement.

- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

Respondent's Signature_____
Date & Company Stamp

3 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service provider, in relation to:

3.1 Quality and specification of Services delivered:

3.2 Continuity of supply:

3.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

PREVIEW TEXT

4 REFERENCES

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

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

PREVIEW TEXT

5 FINANCIAL STABILITY

Respondents are required to submit their latest audited financial statements for the past 3 years with their Quotation in order to enable Transnet to establish financial stability.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

PREVIEW TEXT

Respondent's Signature

Date & Company Stamp

Section 4: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this Quotation and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post RFQ Negotiations with shortlisted bidder(s).

FULL NAME(S)

CAPACITY

SIGNATURE

PREVIEW TEXT

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement;
- (ii) General Bid Conditions – Services; and
- (iii) 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 in the letter of award/intent, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

Respondent's Signature_____
Date & Company Stamp

Transnet Request for Quotation No ERACES3786-21553 For the provision of fire breaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Polokwane for a period of two months

Returnable document

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a maximum period of three months only.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, 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. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile:

Address:

PREVIEW TEXT

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period up to **30 September 2016** against this RFQ.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFQ is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

Respondent's Signature

Date & Company Stamp

Returnable document**RETURNABLE DOCUMENTS**

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) Mandatory Returnable Documents

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

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing session	
SECTION 11: Clause by clause statement of compliance to SECTION 2 of this RFQ	
The following certificates must be submitted with this RFQ: Principal Contractor: <ul style="list-style-type: none"> • Crew leader fire fighting training certificate x 2 Workers: <ul style="list-style-type: none"> • Basic fire fighting training certificate x 20 	

b) Essential Returnable Documents

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 essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4 : Quotation Form and List of Returnable documents	
<ul style="list-style-type: none"> - Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. 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 	

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No ERACES3786-21553 For the provision of fire breaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Polokwane for a period of two months

Returnable document

preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 9 : Schedule of Plant and Equipment	
SECTION 10 : Method Statement (detailed program line diagram/bar chart and word format per two teams)	

c) Additional Documents

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Quotations the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
A valid letter of good standing with the Compensation Commissioner issued by Department of Labour	
Health, risk and safety plan according to list of the requirements in the RFQ	

CONTINUED FROM PREVIOUS PAGE

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.

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ, 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.

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No ERACES3786-21553 For the provision of fire breaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Polokwane for a period of two months

Returnable document

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

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

- 1 General Bid Conditions*
- 2 Master Agreement*
- 3 Supplier Integrity Pact*
- 4 Non-disclosure Agreement*
- 5 Specifications and drawings included in this RFQ
- 6 Vendor Application Form* and all supporting documents (first time vendors only).
- 7 E4B - Minimum Communal Health Requirements*
- 8 E4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations*
- 9 BBD8210 version 1 – E/7 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment*

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TER		

PREVIEW TEXT

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).

***(available on Transnet's website or upon request)**

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No ERACES3786-21553 For the provision of fire breaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Polokwane for a period of two months

Returnable document

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

TELEPHONE: _____

DESIGNATION: _____

CELL PHONE: _____

FACSIMILE: _____

PREVIEW TEXT

Respondent's Signature

Date & Company Stamp

Section 5: RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services 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. **PREVIEW TEXT** we are satisfied insofar as our entity is concerned that the processes and procedures adopted by Transnet in issuing this RFQ and the responses 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

Date & Company Stamp

[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.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

12. We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **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 the Respondent is found guilty of a serious breach of law, the Respondent must 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	AS WITNESS:

duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

Section 6: RFQ CLARIFICATION REQUEST FORM

RFQ No: ERACES3786-21553

RFQ deadline for questions / RFQ Clarifications: Before 12:00, 3 days prior to closing date

TO: Transnet SOC Ltd
ATTENTION: Edwin Senne
EMAIL: edwin.senne@transnet.net
DATE: _____
FROM: _____

RFQ Clarification No ERACES3786-21553

REQUEST FOR RFQ CLARIFICATION

PREVIEW TEXT

Respondent's Signature

Date & Company Stamp

Section 7: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "all applicable taxes" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

PREVIEW TEXT

- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 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 Respondent's assigning or leasing or making out work to, or employing another person to support such primary Respondent in the execution of part of a contract in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFQ 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 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
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 Code or a verification agency accredited by SANAS or a Registered Auditor. Registered Auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes

provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended sub-Contractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

PREVIEW TEXT

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

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

(v) Describe Principal Business Activities

PREVIEW TEXT

(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 Respondent 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:

Respondent's Signature

Date & Company Stamp

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or Respondent, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

PREVIEW TEXT

Section 8: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the compulsory RFQ briefing session in respect of the proposed Services to be rendered in
terms of this RFQ on _____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

PREVIEW TEXT

DATE _____

DATE _____

EMAIL _____

Respondent's Signature

Date & Company Stamp

Section 9: SCHEDULE OF PLANT AND EQUIPMENT

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications.

(i) Plant immediately available/on order for work tendered for:

(ii) State alternatives to the methods of firebreaks:

State the following:

Full description of the plant and methods of work to be used:

Detailed daily work rates of the team/teams and equipment to be used to execute the work:

Precautions to be implemented to prevent fires spreading to adjoining property:

Fire fighting equipment available to him/her for all aspects of the work required to ensure performance as specified: **PREVIEW TEXT**

Fire fighting equipment available to him/her for all aspects of the work required to ensure performance as specified:

Fire fighting equipment available to him/her for all aspects of the work required to ensure performance as specified: _____

(iii) State the following details:

State all relevant details of the following:

Production rate: _____

Water usage: _____

Other information needed to enable the Respondent to be evaluated accordingly. _____

Section 10: HEALTH, RISK AND SAFETY PLAN

Respondents are required to submit the health, risk and safety plan as per requirements listed in section 2. Please submit a separate attachment with the RFQ.

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

If it not provided, it will have a negative influence on your technical evaluation scoring.

PREVIEW TEXT

Section 11: METHOD OF STATEMENT

Respondents are required to complete the following schedule:

Number of teams to be used _____

(Minimum of two teams required)

Working Rates:

For a team _____

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PREVIEW TEXT

Details of a program in a line diagram/ bar chart and word format according to specification and schedule of quantities must be provided as well as remedial work addressed.

If it is not provided, it will have a negative influence on your technical evaluation scoring.

Respondent's Signature

Date & Company Stamp

Section 12: CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO SPECIFICATION

NB: Please complete in full in the columns by writing (Yes/Comply) or (No/Do not Comply) Do not use these symbols (X or ✓)

Clause Nr	Comply	Does Not Comply	Comments/Reasons for non-compliance
1.1			
1.1.1			
1.1.1.1			
1.1.1.2			
1.1.1.3			
1.1.2			
1.1.2.1			
1.1.2.2			
1.1.3			
1.1.4			
1.1.4.1			
1.1.5			
1.1.6			
1.1.6.1			
1.1.6.2			
1.1.7			
1.1.7.1			
1.1.7.1.1			
1.1.7.2			
1.1.8			
1.1.8.1			
1.1.9.			
1.1.9.1			
1.1.9.2			
1.1.9.3			
1.1.9.4			
1.1.9.5			
1.1.9.6			

PREVIEW TEXT

Respondent's Signature

Date & Company Stamp

1.1.9.7				
1.1.9.8				
1.1.10				
1.1.10.1				
1.1.10.2				
1.1.10.3				
1.1.10.4				
1.1.11				
1.1.11.1				
1.1.12				
1.1.12.1				
1.1.12.2				
1.1.13				
1.1.13.1				
1.1.14				
1.1.14.1				
1.1.14.2	PREVIEW TEXT			
1.1.14.3				
1.1.14.4				
1.1.14.5				
1.1.14.6				
1.1.15				
1.1.15.1				
1.1.15.2				
1.1.15.3				
1.1.15.4				
1.1.15.5				
1.1.15.6				
1.1.16				
1.1.16.1				
1.2				
1.2.1				
1.2.1.1				

Respondent's Signature

Date & Company Stamp

1.2.1.2			
1.2.1.3			
1.2.1.3.1			
1.2.1.3.2			
1.2.1.4			
1.2.2			
1.2.2.1			
1.2.2.1.1			
1.2.2.2			
1.2.2.2.1			
1.2.2.2.2			
1.2.2.2.3			
1.2.3			
1.2.3.1			
1.2.3.2			
1.2.3.3			
1.2.3.4	PREVIEW TEXT		
1.2.3.5			
1.2.4			
1.2.4.1			
1.2.5			
1.2.5.1			
1.2.5.2			
1.2.5.2.1			
1.2.5.2.2			
1.2.5.3			
1.2.6			
1.2.6.1			
1.2.6.2			
1.2.6.3			
1.2.6.3.1			
1.2.6.3.2			
1.2.6.4			

Respondent's Signature

Date & Company Stamp

1.2.6.5			
1.2.7			
1.2.7.1			
1.2.7.2			
1.2.7.3			
1.2.8			
1.2.8.1			
1.2.8.2			
1.2.8.3			
1.2.8.4			
1.2.8.5			
1.2.9			
1.2.9.1			
1.2.9.2			
1.2.9.3			
1.2.9.3.1			
1.2.9.3.2	PREVIEW TEXT		
1.2.9.3.3			
1.2.10			
1.2.10.1			
1.2.11			
1.2.11.1			

Respondent's Signature

Date & Company Stamp

OFFICE OF THE PRESIDENT

No. 1536
27 November 1998

It is hereby notified that the President has assented to the following Act which is hereby published for general information:-

NO. 101 OF 1998: NATIONAL VELD AND FOREST FIRE ACT, 1998.

(English text signed by the President.)

(Assented to 19 November 1998.)

ACT

To reform the law on veld and forest fires; to repeal certain provisions of the Forest Act, 1984; and to provide for related matters.

The Parliament of the Republic of South Africa enacts the following law:

ARRANGEMENT OF ACT

PREVIEW TEXT

1. Purpose
2. Interpretation

CHAPTER 2

FIRE PROTECTION ASSOCIATIONS

3. Formation of fire protection associations
4. Registration of fire protection associations
5. Duties of fire protection associations
6. Fire protection officers
7. Financial and other assistance
8. De-registration of fire protection associations

CHAPTER 3

FIRE DANGER RATING

9. Fire danger rating
10. Communication of fire danger rating
11. Delegation of powers and duties

CHAPTER 4

VELDFIRE PREVENTION THROUGH FIREBREAKS

12. Duty to prepare and maintain firebreaks
13. Requirements for firebreaks
14. Firebreaks on borders of Republic
15. Exemption from duty to prepare and maintain firebreaks
16. Exemption from prohibitions on damaging plants

CHAPTER 5

FIRE FIGHTING

17. Readiness for fire fighting
18. Actions to fight fires

PREVIEW TEXT

ADMINISTRATION OF ACT

20. Regulations
21. Procedure for making regulations
22. Delegation of powers and duties
23. Assignment of powers and duties

CHAPTER 7

OFFENCES AND PENALTIES

24. Penalties
25. Offences

CHAPTER 8

ENFORCEMENT

26. Implementation of this Chapter

27. Power to enter and search

28. Power to seize

29. Power to arrest

CHAPTER 9

GENERAL AND TRANSITIONAL PROVISIONS

30. Research

31. Publication of notices in media

32. Notices to owners

33. Limitation of liability

34. Presumption of negligence

35. Amendment of Act 122 of 1984

36. Savings

37. Short title

38. Commencement

PREVIEW TEXT

This Chapter sets out the purpose for which this Act is passed. It defines important words and terms used in the Act and guides its interpretation.

Purpose

1. (1) The purpose of this Act is to prevent and combat veld, forest and mountain fires throughout the Republic.

(2) The Act provides for a variety of institutions, methods and practices for achieving the purpose.

Interpretation

2. (1) In this Act, unless inconsistent with the context-

- (i) "chief fire officer" means the person appointed in terms of section 5 of the Fire Brigade Services Act, 1987 (Act No. 99 of 1987), to be in charge of a service or designated service; (xiii)
- (ii) "community" means a coherent, social group of persons with interests or rights in a particular area of land which the members have or exercise communally in terms of an agreement,

- custom or law; (xii)
- (iii) "Department" means the national Department which has responsibility for the management of veldfires; (vii)
- (iv) "designated service" means a service recognised by the Minister for Provincial Affairs and Constitutional Development in terms of section 4 of the Fire Brigade Services Act, 1987 (Act No. 99 of 1987); (i)
- (v) "Director-General" means the Director-General of the Department; (x)
- (vi) "fire" includes a veldfire; (iii)
- (vii) "fire danger" means the chance of a veldfire occurring or of an existing veldfire getting out of control and, if so, the anticipated rate at which, and intensity with which, it will burn; (vi)
- (viii) "fire protection association" means a fire protection association registered in terms of section 4; (v)
- (ix) "fire protection officer" means a person referred to in sections 5 and 6; (iv)
- (x) "forest officer" means a forest officer designated or appointed under section 65 of the National Forests Act, 1998; (ii)
- (xi) "Minister" means the Minister to whom the President assigns responsibility for veldfires in terms of section 91(2) of the Constitution; (xiv)
- (xii) "municipality" means a local council, a metropolitan council, a metropolitan local council, a representative council, a rural council or a district council as defined in section 10B of the Local Government Transition Act, 1993 (Act No. 209 of 1993), and any successor to such a council; (xv)
- (xiii) "owner" has its common law meaning and includes-
- (a) a lessee or other person who controls the land in question in terms of a contract, testamentary document, law or order of a High Court;
- (b) in relation to land controlled by a community, the executive body of the community in terms of its constitution or any law or custom;
- (c) in relation to State land not controlled by a person contemplated in paragraph (a) or a community-
- (i) the Minister of the Government department or the member of the executive council of the provincial administration exercising control over that State land;

or

(ii) a person authorised by him or her; and

(d) in relation to a local authority, the chief executive officer of the local authority or a person authorised by him or her; (xi)

(xiv) "prescribe" means prescribe by regulation; (xix)

(xv) "service" means a fire brigade service as defined in section 1 of the Fire Brigade Services Act, 1987 (Act No. 99 of 1987); (viii)

(xvi) "State forest" means a State forest as defined in section 2 of the National Forests Act, 1998; (xvi)

(xvii) "State land" means land which vests in the national or a provincial government-

(a) including land held in trust by the Minister of Land Affairs or the Ingonyama referred to in the KwaZulu Ingonyama Trust Act (KwaZulu Act No. 3 of 1994);

(b) excluding land belonging to a local authority; (xvii)

(xviii) "the Act" or "this Act" means the National Veld and Forest Fire Act, 1998, and includes the regulations made in terms of the Act; (ix)

(xix) "veldfire" means a veld, forest or mountain fire. (xviii)

(2) Words derived from the words defined have corresponding meanings, unless the context indicates otherwise.

(3) A reasonable interpretation of a provision which is consistent with the purpose of this Act must be preferred over an alternative interpretation which is not.

(4) Neither-

(a) a reference to a duty to consult specific persons or authorities, nor

(b) the absence of any reference to a duty to consult or give a hearing, in this Act exempts the official or authority exercising a power or performing a duty from the duty to proceed fairly in respect of all persons entitled to be heard.

(5) Where there is more than one owner in respect of the same land, the proper performance by one owner of a duty imposed in terms of this Act exempts the other owners from performing that duty.

(6) Explanatory notes, printed in bold italics at the commencement of Chapters, must not be used to interpret this Act.

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CHAPTER 2

FIRE PROTECTION ASSOCIATIONS

Chapter 2 regulates the establishment, registration, duties and functioning of fire protection associations. These associations must deal with all aspects of veldfire prevention and fire fighting. The appointment and duties of a fire protection officer are also regulated in this Chapter.

Formation of fire protection associations

3. (1) Owners may form an association for the purpose of predicting, preventing, managing and extinguishing veldfires and apply for its registration as a fire protection association in terms of this Chapter.

(2) A fire protection association may be formed by owners who wish to co-operate for the purpose referred to in subsection (1) in respect of an area which has-

- (a) regular veldfires; or
- (b) a relatively uniform risk of veldfire; or
- (c) relatively uniform climatic conditions, or
- (d) relatively uniform types of forest or vegetation.

(3) If no fire protection association has been registered within one year after the Act comes into effect in an area where the Minister is of the opinion that a fire protection association should be formed, he or she must convene a meeting of owners in the area to-

- (a) explain the provisions of this Chapter;
- (b) see if there is support for the forming of a fire protection association; and
- (c) identify what assistance the Department can provide in the formation, registration and management of a fire protection association, if there is such support.

(4) The Minister may give assistance to and co-operate with owners in forming a fire protection association.

Registration of fire protection associations

4. (1) An application for registration as a fire protection association must be made in the prescribed way.

(2) If the Minister is satisfied that-

- (a) the applicant is capable of performing the duties imposed on a fire protection association in terms of this Act; and
- (b) the applicant is representative of owners in the area, he or she must register such an association and issue a registration certificate.

(3) The Minister may recognise and register as a fire protection association-

- (a) a fire control committee or regional fire control committee established under section 19 of the Forest Act, 1984 (Act No.122 of 1984);
- (b) a conservation committee established under section 15 of the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983);
- (c) a catchment management agency established under section 78 of the National Water Act, 1998 (Act No. 36 of 1998);
- (d) any nature conservancy established in terms of any ordinance of any Province;
- (e) a fire protection committee established under section 7 of the Mountain Catchment Areas Act, 1970 (Act No. 63 of 1970);
- (f) a disaster management agency established in terms of any law passed for the management of disasters or for civil protection; and
- (g) any voluntary association in existence at the time of the promulgation of the Act, which has as one of its objects the prevention and combating of veldfires, or any committee of such an association, if its founding law or constitution complies with

(4) The Minister may require an applicant for registration to fulfil certain conditions either before or after registration, including the amendment of its constitution.

(5) Only one fire protection association may be registered in respect of an area.

(6) All owners in an area for which a fire protection association has been registered have a right to join the fire protection association, provided they undertake to abide by its constitution and rules.

(7) Where a fire protection association has been registered in an area-

- (a) all or part of which is controlled by a municipality and that municipality has a service; or
- (b) in which there is a designated service, the municipality or designated service must become a member of the fire protection association.

(8) The owner in respect of State land must join any fire protection association registered in the area in which the land lies.

(9) Nothing in this Act prevents the formation of an umbrella association for a number of fire protection associations, but a reference in this Act to a fire protection association is not a reference to such an

umbrella association.

(10) An umbrella association may exercise powers under this Act or perform duties in terms of this Act on behalf of a fire protection association if the Minister agrees.

Duties of fire protection associations

5. (1) A fire protection association must at least-

- (a) develop and apply a veldfire management strategy for its area;
- (b) provide in the strategy for agreed mechanisms for the co-ordination of actions with adjoining fire protection associations in the event of a fire crossing boundaries;
- (c) make rules which bind its members;
- (d) identify the ecological conditions that affect the fire danger;
- (e) regularly communicate the fire danger rating referred to in sections 9 and 10 to its members;
- (f) organise and train its members in fire fighting, management and prevention;
- (g) inform its members of equipment and technology available for preventing and fighting veldfires;
- (h) provide management services, training and support to communities in their efforts to manage and control veldfires;
- (i) supply the Minister at least once every 12 months with statistics about veldfires in its area;
- (j) furnish any information requested by the Minister in order to prepare or maintain the fire danger rating system;
- (k) exercise the powers and perform the duties delegated to it by the Minister; and
- (l) appoint a fire protection officer, unless a municipality is a member.

(2) Where a municipality or a designated service is a member, the fire protection association must consult with it in the development and application of the strategy.

(3) The Minister may delegate a power or duty to a fire protection association if he or she has consulted with the fire protection officer beforehand.

(4) The rules contemplated in subsection (1)(c) must provide for-

- (a) any matter which may or must be dealt with in terms of this Act;

- (b) the minimum standards to be maintained by members in relation to all aspects of veldfire prevention and readiness for fire fighting;
 - (c) controlled burning to conserve ecosystems and reduce the fire danger; and
 - (d) any other matter which is necessary for the fire protection association to achieve its objects.
- (5) A copy of the rules must be lodged with the Minister.

Fire protection officers

6. (1) The fire protection officer must-
- (a) perform the function of chief executive officer of the fire protection association;
 - (b) carry out the tasks assigned to him or her by the fire protection association or its executive committee;
 - (c) take control of any fire fighting in the area for which the fire protection association has been formed, if-
 - (i) the veldfire is a threat to life or property; and
 - (ii) he or she is reasonably able to do so;
 - (d) ensure the safety of the association;
 - (e) monitor and report to the association and the Minister on compliance with this Act;
 - (f) train the members-
 - (i) in the law regarding veldfire prevention, management and control;
 - (ii) on the rules of the fire protection association; and
 - (iii) to prevent and fight veldfires; and
 - (g) inspect the members' land to ensure that they are complying with their duties in terms of the Act and the rules of the fire protection association.
- (2) Where-
- (a) a municipality is a member and has a service, or where a designated service is a member, the chief fire officer is the fire protection officer;
 - (b) a fire protection association has as members more than one entity having a chief fire officer, the fire protection officer must be elected as prescribed.
- (3) A fire protection officer has the right of entry onto the land of a

member of the fire protection association on reasonable notice to carry out the duties contemplated in subsection (1)(g).

(4) The Director-General may designate an officer or employee of the Department to act as fire protection officer for a fire protection association if a fire protection association does not have the means to do so itself.

(5) (a) An appointment under subsection (4) must be for a fixed period.

(b) The period may only be extended if, in the opinion of the Director-General, there is good reason for doing so.

(6) (a) A fire protection officer must apply to the Director-General for registration as a fire protection officer in the prescribed way.

(b) The Director-General must register a fire protection officer if he or she is satisfied that the person will be able to enforce the Act in a responsible manner.

(7) The fire protection officer may delegate his or her powers and duties in terms of this Act, except the powers of arrest, search and seizure.

Financial and other assistance

7. The Minister may give a loan, grant or other assistance to-

(a) a fire protection association for any of its activities;

(b) any owner who prepares a firebreak in terms of section 14 and in doing so incurs expenses in excess of what he or she would reasonably be expected to incur if the boundary of his or her land did not coincide with that of the Republic.

De-registration of fire protection associations

8. (1) If a fire protection association has, in the opinion of the Minister, become inoperative or ineffective, he or she may deregister it and withdraw its certificate.

(2) In that event the fire protection association immediately becomes liable to-

(a) repay any loan made to it by the Department; and

(b) return any assets lent to it by the Department.

CHAPTER 3

FIRE DANGER RATING

Chapter 3 provides for the prevention of veldfires through a fire danger rating system. The Minister sets up and maintains the system, although he or she may delegate his or her powers and duties to do so to an organisation with the necessary expertise. The content of the system and

the factors to be taken into account when preparing it are set out. A prohibition on the lighting of fires in the open air comes into force when the Minister warns in the media that the fire danger is high.

Fire danger rating

9. (1) The Minister must prepare and maintain on a continuous basis a fire danger rating system for the entire country in consultation with-

- (a) the South African Weather Bureau or any successor to that Bureau; and
- (b) fire protection associations.

(2) The Minister may consult other organisations with expertise, information or equipment relevant to the establishment or maintenance of a fire danger rating system.

(3) The Minister must divide the entire country into separate regions, each region being one in which the fire danger is usually sufficiently uniform to allow for a single rating which is meaningful for the entire region.

(4) The fire danger rating system must-

(a) take into account the relevant peculiarities of each region, including-

(i) the topography;

(ii) the type of vegetation in the area;

(iii) the seasonal climatic cycle;

(iv) typical weather conditions;

(v) recent weather conditions;

(vi) where reasonably possible, current weather conditions;

(vii) forecasted weather conditions; and

(viii) any other relevant matter;

(b) incorporate the formula or formulae needed to-

(i) take into account all factors affecting the fire danger for each region;

(ii) calculate the indicators needed to rate the fire danger;

(iii) rate the fire danger in each region for an appropriate period or periods;

(c) show the rating in a clear format;

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(d) identify-

- (i) what activities are dangerous and what precautions should be taken for each rating; and
- (ii) when the fire danger is rated as high.

(5) The Minister may require any fire protection association to provide information needed for the fire danger rating system within a period specified by him or her.

Communication of fire danger rating

10. (1) The Minister must-

- (a) communicate the rating of the fire danger for each region to the fire protection associations in that region regularly;
- (b) when the fire danger is rated as high in any region, publish a warning at the earliest possible opportunity in all the main languages used in that region-
 - (i) on three television channels and three radio stations broadcasting to that region; and
 - (ii) in two newspapers circulating in that region; and

(c) ensure that recordings are kept of the broadcasts and copies are kept of the newspapers.

(2) When the Minister has published a warning in terms of subsection (1)(b), no person may light, use or maintain a fire in the open air in the region where the fire danger is high.

(3) The warning referred to in subsection (1)(b) must-

- (a) say that the fire danger is high;
- (b) refer to the prohibition on lighting, using or maintaining fires in the open air; and
- (c) identify the region in which and the period for which the prohibition applies.

(4) The Minister may publish the warning in such other media or employ any other means as he or she considers appropriate to ensure that it is effectively communicated.

Delegation of powers and duties

11. The Minister may delegate any of his or her powers or duties in terms of this Chapter to-

- (a) the South African Weather Bureau if the Director-General of the Department of Environmental Affairs and Tourism agrees;

- (b) any successor to that Bureau; or
- (c) an organisation with the necessary expertise, and may pay such an organisation for its services from money appropriated by Parliament.

CHAPTER 4

VELDFIRE PREVENTION THROUGH FIREBREAKS

Chapter 4 places a duty on owners to prepare and maintain fire breaks. The procedure in this regard and the role of adjoining owners and the fire protection association are dealt with. Provision is also made for the making of firebreaks on the international boundary of the Republic. The Minister is given the power to exempt any owner from making a fire break for good reason.

Duty to prepare and maintain firebreaks

12. (1) Every owner on whose land a veldfire may start or burn or from whose land it may spread must prepare and maintain a firebreak on his or her side of the boundary between his or her land and any adjoining land.

- (2) (a) If an owner referred to in subsection (1) intends to prepare and maintain a firebreak by burning, he or she must determine a mutually agreeable date or dates with the owners of adjoining land for doing so, and inform the fire protection association for the area, if any.

(b) If an owner referred to in subsection (1) intends to prepare and maintain a firebreak by burning, he or she must, if the owners of adjoining land and the fire protection association for the area, if any, do not agree on a date or dates, give written notice of the day or days during which he or she intends burning firebreaks, fire danger permitting.

(3) An owner of adjoining land who has agreed on a day in terms of subsection (2)(a) or who receives a notice in terms of subsection (2)(b) must-

- (a) burn his or her firebreak on the boundary concerned on the same day or days; or
 - (b) be present at such burning or have his or her agent attend; and
 - (c) ensure that a sufficient number of persons are present on his or her side of the boundary to prevent any spread of fire when the firebreak is burned.
- (4) An owner may not burn a firebreak, despite having complied with subsection (2), if-
- (a) the fire protection association objects to the proposed burning; or
 - (b) a warning has been published in terms of subsection 10(1)(b) because the fire danger is high in the region; or
 - (c) the conditions are not conducive to the burning of firebreaks.

(5) The owner must inform the owners of adjoining land and the fire protection association, if any-

(a) if burning cannot be done on the agreed day or days referred to in subsection (2)(a) or any of the days referred to in subsection (2)(b); and

(b) of the additional days on which he or she intends to burn because of the failure to do so on the day or days set in terms of subsection (2)(a) or (b).

(6) It is not necessary for the owner to give 14 days notice of the additional days.

(7) Owners of adjoining land may agree to position a common firebreak away from the boundary.

(8) Should an owner intend to be absent for a period longer than 14 days during the period or part of any period in which burning normally takes place, he or she must give all owners of adjoining land an address and telephone number, if any, at which he or she may be contacted.

(9) If an owner of adjoining land-

(a) is not present on the agreed or notified day or days; or

(b) has not given an address and telephone number, if any, as required in subsection (8), the owner may proceed with the burning in his or her absence.

(10) A fire protection association may take a decision, from subsections (2) to (6) if the new rules are approved by the Minister, in which event members are bound by the new rules and exempt from subsections (2) to (6).

Requirements for firebreaks

13. An owner who is obliged to prepare and maintain a firebreak must ensure that, with due regard to the weather, climate, terrain and vegetation of the area-

(a) it is wide enough and long enough to have a reasonable chance of preventing a veldfire from spreading to or from neighbouring land;

(b) it does not cause soil erosion; and

(c) it is reasonably free of inflammable material capable of carrying a veldfire across it.

Firebreaks on borders of Republic

14. An owner-

(a) whose land is subject to a risk of veldfire; and

(b) whose land or any part of it coincides with the border of the

Republic, must prepare and maintain a firebreak on his or her land as close as possible to that border.

Exemption from duty to prepare and maintain firebreaks

15. (1) The Minister may exempt any owner or group of owners from the duty to prepare and maintain a firebreak or firebreaks for good reason. (2) The exemption may be subject to conditions.

(3) The Minister must consult the fire protection association for the area, if any, before granting any exemption.

Exemption from prohibitions on damaging plants

16. The right or duty to prepare and maintain a firebreak in terms of this Chapter prevails over any prohibition in any other law on the cutting, disturbance, damage, destruction or removal of any plant or tree, except that the owner must-

- (a) where possible, transplant any plant which is protected in terms of any law; or
- (b) where it is safe and feasible, position the firebreak so as to avoid such plant or tree.

CHAPTER 5

FIRE FIGHTING

Chapter 5 places a duty on all owners to acquire equipment and have available personnel to fight fires. Certain persons and officials are given the power to enter land and fight fires in an emergency. It provides for agreements to be entered into between the Minister and fire protection associations, or between such associations, to assist each other in the case of a fire.

Readiness for fire fighting

17. (1) Every owner on whose land a veldfire may start or burn or from whose land it may spread must-

- (a) have such equipment, protective clothing and trained personnel for extinguishing fires as are-
 - (i) prescribed; or
 - (ii) in the absence of prescribed requirements, reasonably required in the circumstances;
- (b) ensure that in his or her absence responsible persons are present on or near his or her land who, in the event of fire, will-
 - (i) extinguish the fire or assist in doing so; and
 - (ii) take all reasonable steps to alert the owners of adjoining land and the relevant fire protection association, if any.

(2) An owner may appoint an agent to do all that he or she is required to do in terms of this section.

Actions to fight fires

18. (1) Any owner who has reason to believe that a fire on his or her land or the land of an adjoining owner may endanger life, property or the environment, must immediately-

(a) take all reasonable steps to notify-

(i) the fire protection officer or, failing him or her, any member of the executive committee of the fire protection association, if one exists for the area; and

(ii) the owners of adjoining land; and

(b) do everything in his or her power to stop the spread of the fire.

(2) Any person who has reason to believe that a fire on any land may endanger life, property or the environment, may, together with any other person under his or her control, enter that land or land to which the fire can spread in order to prevent that fire from spreading or to extinguish it.

(3) In taking control over the fighting of a fire in terms of section 6(1)(c), any fire protection officer may-

(a) take control from any person who has, or has given approval, control of the fighting of the fire;

(b) order any person who is apparently not younger than 16 years and not older than 60 years to assist him or her.

(4) In the absence of a fire protection officer, a forest officer may-

(a) take over control of the fighting of a fire in or within ten kilometres of any State forest to the exclusion of any other person; and

(b) order any person who is apparently not younger than 16 years and not older than 60 years to assist him or her.

(5) Any person acting in terms of subsection (1), (2), (3) or (4) may, if he or she considers it necessary for the protection of life, property or the environment or for preventing a fire from spreading or for extinguishing it-

(a) enter any land;

(b) destroy trees, grass, crops or other vegetation;

(c) enter or break and enter any premises;

(d) prevent any person from entering any premises;

(e) forcibly remove from the scene any person who is in danger or who obstructs him or her in the performance of his or her duties; and

(f) remove or order to be removed any vehicle or other thing.

(6) Whenever a fire spreads or may spread across a boundary of a fire protection association, the fire protection officer must-

(a) inform the fire protection officer of the area to which the fire spreads or may spread;

(b) take all steps needed to co-ordinate the fire-fighting operation in accordance with the fire management strategy referred to in section 5(1)(a) and (h).

Agreements for mutual assistance

19. (1) The Minister may enter into an agreement with any person or persons or a fire protection association to provide mutual assistance in fighting fires.

(2) Two or more fire protection associations may enter into an agreement to provide mutual assistance in fighting and extinguishing fires on the land of or constituting a threat to their respective members.

(3) The agreements referred to in subsections (1) and (2) may provide for the payment of compensation for the assistance rendered.

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ADMINISTRATION OF ACT

Regulations

20. (1) The Minister may make regulations to deal with-

(a) any matter that may or must be prescribed in terms of this Act;

(b) model constitutions for fire protection associations;

(c) procedures relating to registration of fire protection associations;

(d) procedures relating to the election of certain fire protection officers;

(e) applications for and grants of financial and other assistance to fire protection associations; and

(f) generally, the carrying out of the purposes and the provisions of this Act.

(2) The Minister may make different regulations under subsection (1) for different regions of the Republic.

(3) The reference to specific regulation-making powers in this section does not limit the general regulation-making powers conferred by it.

(4) The Minister may by regulation provide that infringements of certain regulations constitute criminal offences and prescribe maximum penalties for such offences.

(5) The penalties may not exceed those for a second category offence referred to in section 24(2).

Procedure for making regulations

21. (1) Before making or amending any regulations in terms of this Act, the Minister must-

(a) publish a notice in the Gazette-

- (i) setting out the draft regulations; and
- (ii) inviting written comments to be submitted on the proposed regulations within a specified period;

(b) consider all comments received; and

(c) take advice from-

(i) the National Forests Advisory Council established in terms of section 33 of the National Forests Act, 1998;

(ii) the Fire Brigade Board established in terms of section 2 of the Fire Brigade Services Act, 1987 (Act No. 59 of 1987).

(2) The Minister makes the regulations by publishing them in the Gazette.

(3) The Minister must table the regulations in Parliament together with any written comments and advice received on them pursuant to subsection (1)-

(a) within 30 days after publishing them; or

(b) if Parliament is not then in session, within 30 days after the next session starts.

(4) Parliament may reject the regulations within 60 days after they have been tabled.

(5) If Parliament rejects any regulations, the Minister must-

(a) repeal them; or

(b) table amended regulations in draft form in Parliament, within 60 days of the rejection or if Parliament is not then in session, within 60 days after the next session starts, failing which the regulations become invalid.

(6) If the Minister elects to amend regulations which have been

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rejected, he or she-

- (a) need not follow the procedure set out in subsection (1);
- (b) must consult the chairpersons of the Council and of the Board referred to in subsection (1)(c), before the amended regulations are tabled.

(7) If Parliament-

- (a) accepts the amended regulations, the Minister must publish them within 30 days of Parliament's acceptance;
- (b) rejects the amended regulations, subsections (5), (6) and this subsection apply.

(8) If the Minister complies with subsection (5)(b), the regulations as originally published continue to apply until amended regulations are accepted by Parliament and published by the Minister in terms of subsection (2).

Delegation of powers and duties

22. (1) The Minister may delegate the exercise of any of his or her powers under this Act, except the power to make regulations, and the performance of any of his or her duties in terms of this Act, to-

- (a) a named official of the Department;
- (b) the holder of an office in the Department;

(c) an organ of State;

(d) a person who or which is not an organ of State.

(2) The Director-General may delegate the exercise of any of his or her powers under this Act, and the performance of any of his or her duties in terms of this Act, to any employee in the Department.

(3) The Minister or the Director-General, as the case may be, may permit a person or organ of State to whom a power or duty has been delegated to delegate that power or duty further.

(4) A delegation referred to in subsections (1) and (2) and the permission referred to in subsection (3)-

- (a) must be in writing;
- (b) may be subject to conditions;
- (c) must specify the period for which it endures; and
- (d) does not prevent the exercise of the power or the performance of the duty by the Minister or the Director-General, as the case may be.

Assignment of powers and duties

23. (1) The Minister may-

- (a) assign any power or duty in this Act to- (i) a province or other organ of State; or (ii) a person who or which is not an organ of State, indefinitely or for a fixed period;
- (b) withdraw an assignment;
- (c) make an assignment subject to conditions. by notice in the Gazette.

(2) The Minister must-

- (a) consult with the province, organ of State or person concerned; and
- (b) consider the administrative capacity of the province, organ of State or person concerned to assume, or continue to provide, effective responsibility, before making or withdrawing an assignment.

(3) A province may implement those provisions of the Act relating to the powers and duties assigned to it-

- (a) from the date of the assignment;
- (b) in the area to which the assignment relates;

(u) t as m nt ends

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OFFENCES AND PENALTIES

This Chapter sets out the relevant offences in terms of the Act and the penalties applicable

Penalties

24. (1) A person who is guilty of a first category offence referred to in section 25 may be sentenced on a first conviction for that offence to a fine or imprisonment for a period of up to two years, or to both a fine and such imprisonment.

(2) A person who is guilty of a second category offence referred to in section 25 may be sentenced on a first conviction for that offence to a fine or imprisonment for a period of up to one year, or to both a fine and such imprisonment.

(3) A person who is guilty of a third category offence referred to in section 25 may be sentenced on a first conviction for that offence to a fine or community service for a period of up to six months, or to both a fine and such service.

(4) A person who is guilty of a second or third category offence may be sentenced on a second conviction for that offence as if he or she has

committed a first or second category offence, respectively.

(5) A court which sentences any person to community service for an offence in terms of this Act must impose a form of community service which benefits the environment if it is possible for the offender to serve such a sentence in the circumstances.

Offences

25. (1) Any person who lights, uses or maintains a fire in the open air in contravention of section 10(2) is guilty of a first category offence.

(2) Any person who, in the open air-

- (a) leaves unattended a fire which he or she lit, used or maintained before that fire is extinguished;
- (b) lights, uses or maintains a fire, whether with or without permission of the owner, which spreads and causes injury or damage;
- (c) throws, puts down or drops a burning match or other burning material or any material capable of spontaneous combustion or self-ignition and, by doing so, makes a fire which spreads and causes injury or damage;
- (d) lights, uses or maintains a fire in a road reserve-
 - (i) other than in a fireplace which has been designated by a local authority;
 - (ii) for a purpose other than the burning of a firebreak in terms of sections 12 to 16; or

(e) smokes where smoking is by notice prohibited, is guilty of a second category offence.

(3) Any person who-

- (a) fails to prepare a firebreak when obliged to do so in terms of section 12(1) or 14;
- (b) fails to give notice of intention to burn a firebreak in terms of section 12(2)(b);
- (c) burns a firebreak when a fire protection association has objected in terms of section 12(4)(a); or
- (d) fails to inform adjoining owners of the matters referred to in section 12(5), is guilty of a second category offence.

(4) Any person who-

- (a) fails to meet the standards of readiness for fire fighting referred to in section 17(1);
- (b) fails to notify the persons referred to in section 18(1)(a);

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(c) refuses to assist a fire protection officer or a forest officer in terms of section 18(3)(b) or 18(4)(b); or

(d) hinders or obstructs any person referred to in section 18(2) or any fire protection officer referred to in section 18(3) or any forest officer referred to in section 18(4), is guilty of a second category offence.

(5) Any owner, occupier or person in control of land on which a fire occurs who fails to take reasonable steps to extinguish the fire or to confine it to that land or to prevent it from causing damage to property on adjoining land, is guilty of a first category offence.

(6) Any person who-

(a) prevents a fire protection officer, forest officer, a police officer or an officer appointed in terms of section 5 or 6 of the Fire Brigade Services Act, 1987 (Act No. 99 of 1987), from acting in terms of section 27, 28 or 29; or

(b) in any way interferes with him or her in the performance of his or her duties in terms of section 27, 28 or 29, is guilty of a third category offence.

(7) Negligence amounts to fault for the purposes of an offence in terms of this section.

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This Chapter sets out the powers of registered fire protection officers to police the provisions of this Act effectively.

Implementation of this Chapter

26. (1) A fire protection officer has the power to enforce the Act in terms of this Chapter only if he or she is registered in terms of section 6(6).

(2) (a) A forest officer, a police officer, and an officer appointed in terms of section 5 or 6 of the Fire Brigade Services Act, 1987 (Act No. 99 of 1987), have the power to enforce the Act in terms of this Chapter.

(b) A reference to a fire protection officer in sections 27, 28 and 29 includes the officers referred to in paragraph (a).

(3) A fire protection officer exercising powers under this Act must carry with him or her, and produce on request, the prescribed proof of his or her identity and appointment as a fire protection officer.

(4) A reference to an offence in this Chapter means an offence in terms of this Act.

(5) (a) A court which imposes a fine for an offence in terms of this Act, may order that a sum of not more than one-fourth of the fine be paid to any person whose evidence led to the conviction or who helped bring the offender to justice.

(b) An officer in the service of the State may not receive such an award.

Power to enter and search

27. (1) A fire protection officer may enter and search any land or premises without a warrant if he or she has reason to believe that an offence has been or is being committed there and-

(a) the person in control of the land or premises consents; or

(b) the fire protection officer has reason to believe that a warrant would be issued if he or she were to apply for such warrant, but the delay caused by applying would defeat the object of the entry or search.

(2) A fire protection officer may, without a warrant, stop, enter and search any vehicle, or stop and search any beast of burden which he or she reasonably suspects is being or has been used in the commission of an offence.

Power to seize

28. (1) A fire protection officer may seize without a warrant (a) any vehicle, tool, weapon, animal or other thing which he or she has reason to believe has been or is being used in the commission of an offence;

(b) any thing which he or she has reason to believe might be used as evidence in the prosecution of any person for an offence.

(2) Where any vehicle or animal is seized in terms of subsection (1)(a), the person in control of the vehicle or animal must take it to the place pointed out by the fire protection officer.

(3) The place pointed out must be that which in the opinion of the fire protection officer is the nearest or most convenient for keeping the vehicle or animal.

(4) The vehicle or animal may be kept there pending the outcome of any proceedings in terms of this Act.

(5) If the person in control of the vehicle or animal refuses to take it to the place, a fire protection officer may do so.

(6) In order to safeguard a vehicle which has been seized, a fire protection officer may immobilise it by removing a part.

(7) The part must be kept safely and returned to the vehicle in good order when it is released.

(8) An item seized under this section must be kept securely and in good order.

Power to arrest

29. (1) A fire protection officer may arrest any person whom he or she reasonably suspects to have committed-

- (a) a first or second category offence; or
- (b) a third category offence and who in his or her opinion will fail to appear in answer to a summons.

(2) In making an arrest, a fire protection officer must-

- (a) not use more force than is reasonably necessary if the arrest is resisted;
- (b) respect the constitutional rights of the person arrested.

CHAPTER 9

GENERAL AND TRANSITIONAL PROVISIONS

This Chapter deals primarily with the transition to a new legal order in veldfire management and control. Miscellaneous items which need to be regulated are also dealt with.

Research

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30. (1) The Minister may carry out or commission research into-

- (a) the prevention and combating of veldfires; and
- (b) the use of controlled fire in sustainable forest management.

(2) The Minister must make the results of the research available to all fire protection associations free of charge.

Publication of notices in media

31. (1) Where a notice must be published in terms of this Act and-

- (a) the required number of television channels or radio stations do not reach an area: or
- (b) the required number of newspapers do not circulate in an area, the organ of State responsible for publication may do so in such lesser number of media as do reach the area in question.

(2) If an employee of a television channel or radio station signs an affidavit confirming-

- (a) publication of a notice, it is presumed that the notice has been published; or

(b) that a television channel or radio station broadcasts to a particular area, it is presumed that it so broadcasts, until the contrary is proved.

(3) If an employee of a newspaper signs an affidavit confirming that a newspaper circulates in a particular area, it is presumed that it does, until the contrary is proved.

Notices to owners

32. (1) Where any person is required to give notice to an owner in terms of this Act, he or she must do so-

- (a) by hand delivery of the notice; or
- (b) by registered mail.

(2) If notice cannot be given to an owner because he or she is absent, notice may be given to the person apparently in charge of the land or, failing such a person, any person over the age of 16 years apparently residing on the land.

(3) If there is no person referred to in subsection (2), notice may be given by leaving a copy of the notice in a prominent place on the land in question.

Limitation of liability

Neither the State nor any other person is liable for any damage or loss caused by-

- (a) the purported exercise of any power or performance of any duty; or
- (b) the failure to exercise any power or perform any duty, in terms of this Act, unless the State or person responsible did so-
 - (i) in bad faith, if it relates to a power or duty in Chapter 3; or
 - (ii) negligently or in bad faith, if it relates to a power or duty in any other part of the Act.

Presumption of negligence

34. (1) If a person who brings civil proceedings proves that he or she suffered loss from a veldfire which-

- (a) the defendant caused; or
- (b) started on or spread from land owned by the defendant, the defendant is presumed to have been negligent in relation to the veldfire until the contrary is proved, unless the defendant is a member of a fire protection association in the area where the fire occurred.

(2) The presumption in subsection (1) does not exempt the plaintiff from the onus of proving that any act or omission by the defendant was wrongful.

Amendment of Act 122 of 1984

35. The Forest Act, 1984 (Act No. 122 of 1984), is hereby amended-

- (a) by the deletion in section 1 of the definitions of "fire belt", "fire control area", "fire control committee", "fire control region", "fire protection scheme" and "regional fire control committee";
- (b) by the repeal of sections 18 to 27;
- (c) by the deletion in section 73 of paragraph (c) of subsection (1); and
- (d) by the deletion in section 75 of-
 - (i) subparagraphs (iii) and (iv) of paragraph (a) of subsection (2);
 - (ii) paragraph (b) of subsection (2); and
 - (iii) subsections (7) and (8).

Savings

36. (1) Anything done in terms of a law repealed by this Act

(a) remains valid if it is consistent with this Act, until repealed or overridden; and

(b) becomes an action in terms of the corresponding provision of this Act.

(2) Any regulation made in terms of the Forest Act, 1984 (Act No. 122 of 1984)-

(a) remains valid if it is consistent with this Act, until it is repealed by the Minister; and

(b) becomes a regulation made in terms of sections 20 and 21 of this Act.

(3) Assignments and delegations of powers or duties in terms of the Forest Act, 1984, become assignments and delegations in terms of this Act if they are consistent with this Act.

Short title

37. This is the National Veld and Forest Fire Act, 1998.

Commencement

38. This Act takes effect on a date fixed by the President in the Gazette.

Record: 1

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Act 101 of 1998

Summary of the new Veld and Forest Fire Act No. 101 of 1998.

CHAPTER 2 FIRE PROTECTION ASSOCIATIONS (FPA)

Owners may form a fire protection association for the purpose of predicting, preventing, managing and extinguishing veld and forest fires and apply for its registration as a fire protection association in terms of the act.

*(8) The owner in respect of State land **must** join any fire protection association registered in the area in which the land lies. To legally comply we as owners of state land must join the FPA's in our area of responsibility and adhere to the rules laid down in the FPA.*

A fire protection association may be formed in an area which has:-

Regular veldfires; or

- A relatively uniform risk of veldfire; or
- Relatively uniform climatic conditions; or
- Relatively uniform types of forest or vegetation.

If no fire protection association has been formed within one year after the act has come into effect, the Minister may call for the formation a fire protection association.

The Minister may recognize and register as a fire protection association:-

- A fire control committee of a region, fire control committee
- A conservation committee.
- A catchment management agency.
- Any nature conservancy.
- A fire protection committee.
- A disaster management agency.
- Any voluntary association which has as one of its objects the prevention and combating of veldfires.

Only one fire protection fire protection association may be registered in respect of an area.

All owners in an area for which a fire protection association has been registered have a right to join.

Municipalities falling within the area of a fire protection association must join the association.

The owners in respect of State land must join any fire protection association registered in the area in which the land lies.

Nothing in the act prevents the formation of an umbrella association.

A fire protection association must elect a fire protection officer.

Where a municipality is member and has a service, or where a designated service is a member, the chief fire officer is the fire protection officer.

A fire protection officer may delegate his or her powers in terms of this act, except the powers of arrest, search and seizure.

The Minister may give a loan, grant or other assistance.

CHAPTER 3 FIRE DANGER RATING.

The Minister must prepare and maintain on a continuous basis a fire danger rating system for the entire country in consultation with:-

- The South African Weather Bureau; and
- Fire protection associations.

The country may be divided into separate regions which have a uniform fire danger.

The Minister must communicate the rating to the fire protection associations in the region.

The Minister must publish warnings when the fire danger rating is high in any region. This must be published in newspapers and three television channels.

When the minister has published a warning, no person may light, use or maintain a fire in the open air in the region where the fire danger is high.

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CHAPTER 4 VELDFIRE PREVENTION THROUGH FIREBREAKS.

Every owner on whose land a veldfire may start or burn or from whose land it may spread must prepare and maintain a firebreak on his side of the boundary between his or her land and adjoining land.

Neighbors must determine a mutually agreeable date or dates for burning of firebreaks and inform the fire protection association, if any.

- A owner may not burn a firebreak if;
- A fire protection association objects;
- A warning has been published;
- The conditions are not conducive to burning.

Owners of adjoining land may agree to position a common firebreak away from the boundary.

Owners must ensure that, with due regard to the weather, climate, terrain and vegetation of the area:-

- It is wide enough and long enough to have a reasonable chance of preventing a veldfire from spreading to or from neighboring land;
- It does not cause soil erosion; and
- It is reasonably free of flammable material capable of carrying a veldfire across it.

The Minister may exempt any owner or group of owners from the duty to prepare and maintain a firebreak for good reason.

CHAPTER 5 FIRE FIGHTING

Every owner on whose land a veldfire may start or burn or from whose land it may spread must:-

- Have such equipment, protective clothing and trained personnel for extinguishing fires.
- Ensure that in his absence responsible persons are present on or near his or her land.

Any owner who has reason to believe that a fire on his or her land or the land of an adjoining owner may endanger life, property or the environment, must immediately:-

- Notify the fire protection officer.
- The owners of adjoining land.
- Do everything in his power to stop the spread of the fire.

CHAPTER 7 OFFENCES AND PENALTIES

When the Minister has published a warning of a high fire danger, any person who lights a fire in the open air will be guilty of a **first category offence**. (Fine and or imprisonment of up to two years).

Any owner, occupier or person in control of land on which a fire occurs who fails to take reasonable steps to extinguish the fire or to confine it to that land or to prevent it from causing damage to property on adjoining land, is guilty of a **first category offence**. (Fine and or imprisonment of up to two years).

Leaves a fire which he has lit, unattended, is guilty of a **second category offence**. (Fine and or imprisonment of up to one year).

Fails to prepare a fire break, give notice of intention to burn a firebreak and fails to meet the standard of readiness for fire fighting is guilty of a **second category offence**. (Fine and or imprisonment of up to one year).

CHAPTER 9 PRESUMPTION OF NEGLIGENCE

If a landowner is a member of a fire protection association he will be presumed innocent of negligence until proven guilty.