



TRANSNET FREIGHT RAIL, a division of TRANSNET

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: ERAC VYG 17/179-BD85

**FOR THE PROVISION OF: FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA
CONTROLLED BY THE DEPOT ENGINEER, RICHARDS BAY
FOR TWO YEARS.**

FOR DELIVERY TO: BETWEEN VRYHEID EAST AND ULUNDI

ISSUE DATE: 11 MAY 2015 TO 19 MAY 2015

CLOSING DATE: 26 MAY 2015

CLOSING TIME: 10:00AM

COMPULSORY BRIEFING SESSION

DATE: 22 MAY 2015

**VANUE: NO 1 FIRST JOHNROSS ROAD, STATION ROAD
EMPANGENI, 3880 (TECHNICAL BOARDROOM)**

TIME: 10:00AM

Section 1 NOTICE TO BIDDERS

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

METHOD: DELIVERY BY HAND AND DISPATCH BY COURIER
CLOSING VENUE: THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

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

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

3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Boniswa Dlamini Email: boniswa.dlamni@transnet.net
Telephone: 035 906 7067

Respondents may also, at any time after the closing date of the RFQ, communicate with the Regional Supply Chain Manager, Lizelle Smith on any matter relating to its RFQ response:

Telephone: 035 906 7305

Email: lizelle.smith@transnet.net

4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

9 Disclaimers

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

- modify the RFQ for goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;

place an order in connection with this Quotation at any time after the RFQ's closing date;

- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- make no award at all.

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

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

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

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

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

TIP-OFFS ANONYMOUS : 0800 003 056

"PREVIEW COPY ONLY"

Returnable Document

**RFQ FOR THE PROVISION OF: THE BURNING OF FIREBREAKS IN THE RAIL RESERVE
 BETWEEN VRYHEID EAST AND ULUNDI**

**CLOSING VENUE: THE SECRETARY
 TRANSNET ACQUISITION COUNCIL
 INYANDA HOUSE 1
 21 WELLINGTON ROAD
 PARKTOWN
 JOHANNESBURG
 2001**

**CLOSING DATE AND TIME: 2015/05/26 at 10:00AM
 VALIDITY PERIOD: 90 (Ninety) Business Day**

**SECTION 2
 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> • Be a registered business within the field of Fire Management an proof to be attached • Must be a member of the FPA for the Vryheid area (proof to be submitted)
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 70%. Compliance to specification, Risk Assessment, Technical capacity and programing schedule will be considered as part of the technical evaluation[complete Annexure B – Technical Questionnaire]
Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

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

This RFQ is valid until _____.

3 Disclosure of Prices Quoted

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

YES NO

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE C – Bill of quantity and price schedule	
ANNEXURE B – Technical Submission / Questionnaire	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the	

Essential Returnable Documents	Submitted [Yes or No]
RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE D - Specifications	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract **[the Agreement]** and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

"PREVIEW COPY ONLY"

SECTION 3
QUOTATION FORM

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

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

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

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

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

Price Schedule

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

Refer to Annexure C for the Price Schedule

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified.

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

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

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

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

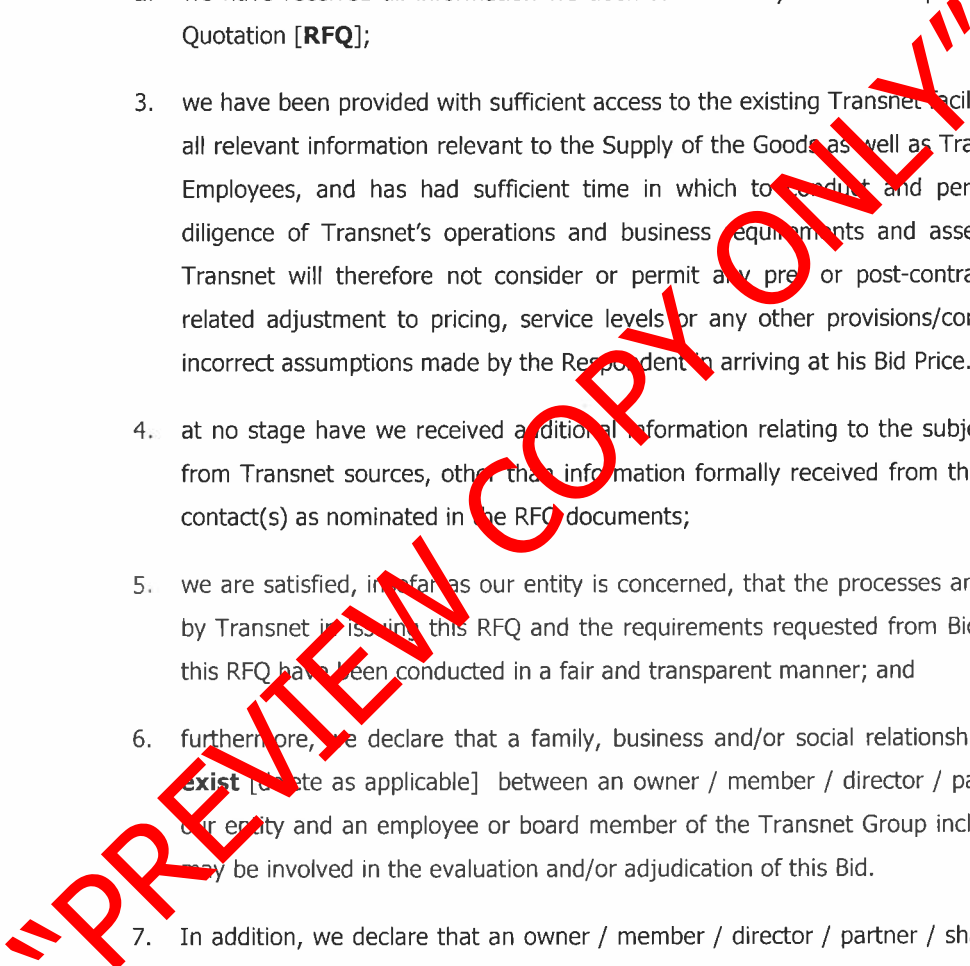
We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:



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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED _____ on this _____ day of _____ 20__

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

**RFQ FOR THE PROVISION OF
THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN VRYHEID EAST AND ULUNDI
FOR A PERIOD OF TWO YEARS**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

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

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated

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in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

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

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 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 CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof,

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- substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable

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evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

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

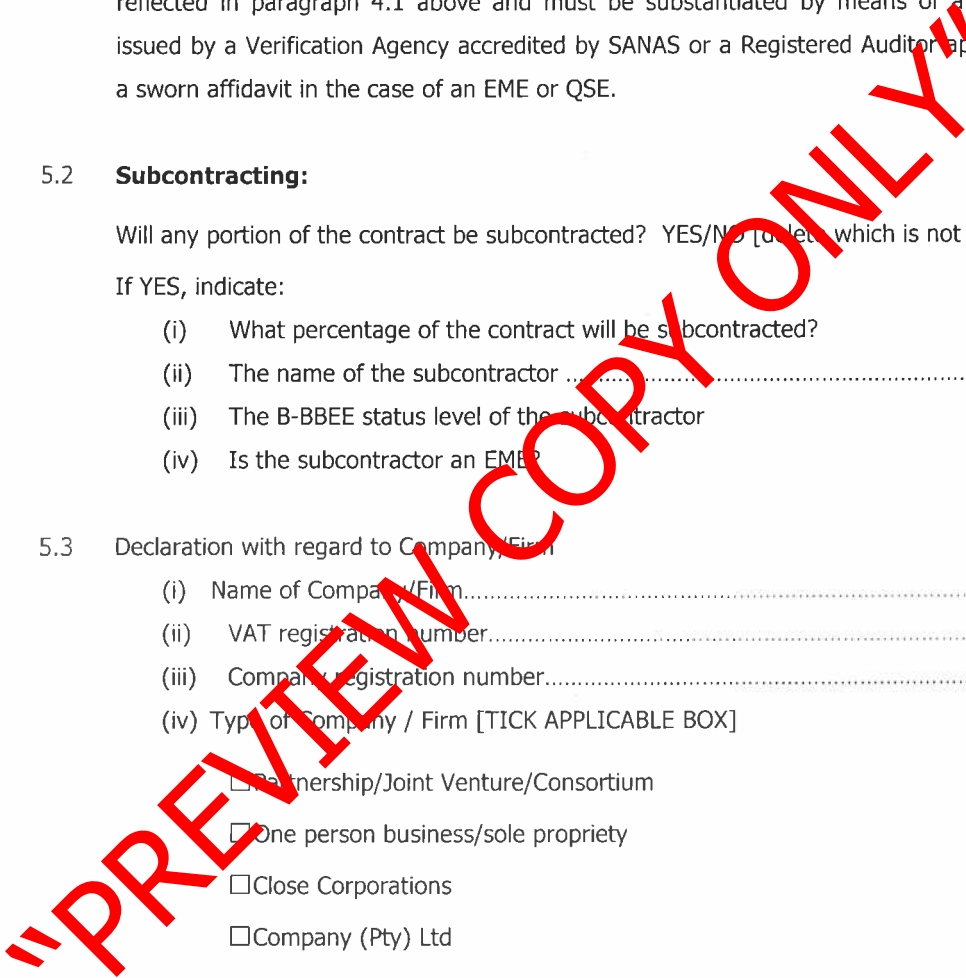
(v) Describe Principal Business Activities
.....
.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider

Respondent's Signature

Date & Company Stamp



- Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

BID DECLARATION

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

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

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

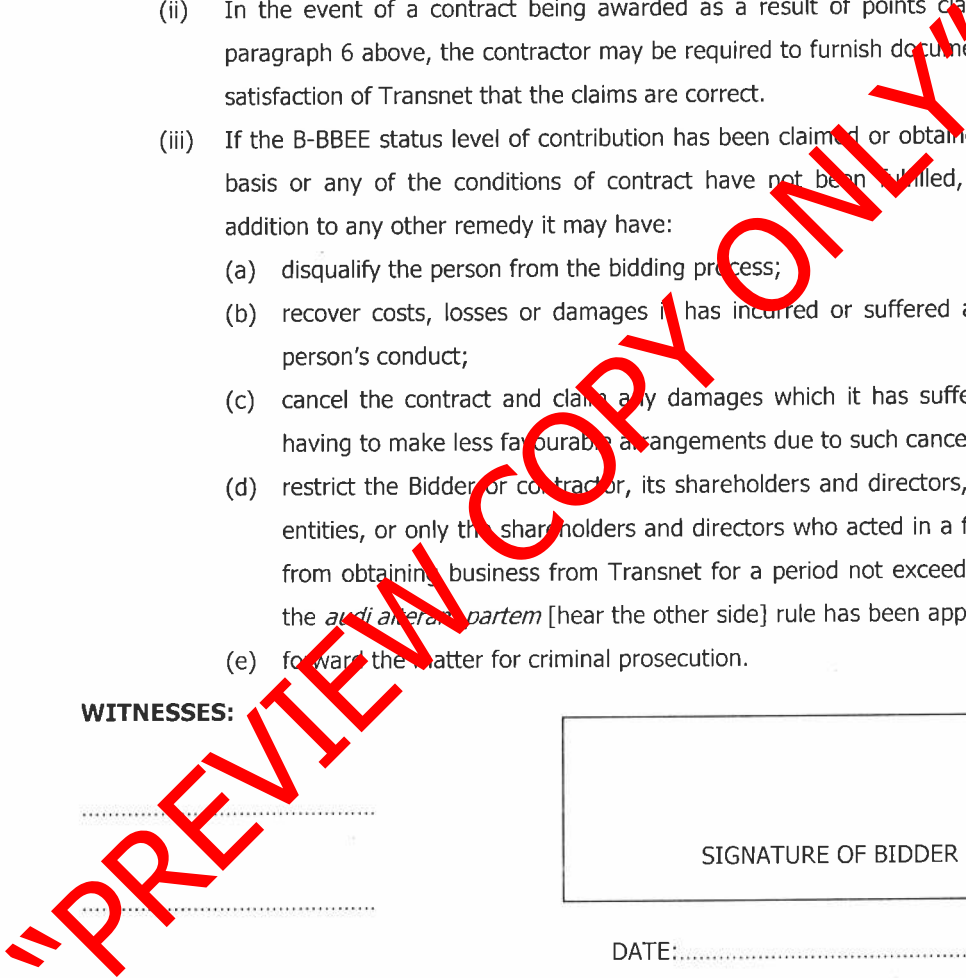
DATE:.....

COMPANY NAME:

ADDRESS:.....

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ANNEXURE B - TECHNICAL SUBMISSION

1. TECHNICAL SCORING SCALE

Quality criteria	Sub-criteria
Compliance to Technical Specifications	Full specimen labels of herbicides proposed provided per zone as stipulated in tender
Risk Assessment	Assessment of risks specific to firebreaks and related issues
Technical capacity/Resources	Rate of products supplied, sufficiency of personnel, experience as well availability of equipment.
Programing Schedule	The duration, work program and follow up program work should be addressed.

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2. TECHNICAL QUESTIONNAIRE

QUALITY CRITERIA	SUB- CRITERIA	Yes Tick (Submit written Proof)	No Tick
Compliance to Technical Specifications			
Full specimen labels of herbicides proposed provided per zone as stipulated in tender.	Copies of Full specimen labels of herbicides proposed attached to tender if tenderer intends using chemicals for tracer bits		
Risk Assessment			
Assessment of risks specific to Fire Breaks and related issues	Completed risk assessment submitted		
Technical Capacity / Resources			
Range of product and products supplied	Detail of rate mixtures specified in the method statement		
Sufficiency of the personnel as stipulated in tender	Specify how many personnel are available and the detail and function of personnel in the teams to carry out operation. Capacity of each team and the work rates of each team per day.		
Detail of experience of fire breaks controlled, not limited to the railway environment.	Completed schedule of Tenderer's experience (returnable schedule)		
Sufficiency of vehicles and equipment available as	Specify quantity and type of support		

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stipulated in tender	vehicles, etc. available for this tender.		
QUALITY CRITERIA	SUB- CRITERIA	Yes Tick (Submit written Proof)	No Tick
Programing Schedule			
The duration and work rate is addressed for the initial spray of each season per zone as specified in the tender.	Detailed program in line diagram / Bar chart format according to Bill of Quantities Included in the method statement: -Duration of initial treatment for season - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify quantity of teams available for this tender -capacity of each team and the work rates of each team per day. -Statement of support vehicles available for this tender		
Preliminary work program for the specified zone/s is included for tracer belts and fire breaks	Detailed program in line diagram / Bar chart format according to Bill of Quantities		
Follow-up program/remedial work is addressed per zone is included	Preliminary follow-up program in line diagram / Bar chart format according to Bill of Quantities		

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RFQ FOR THE PROVISION OF
THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN VRYHEID EAST AND ULUNDI
FOR A PERIOD OF TWO YEARS

ANNEXURE C

**THE BURNING OF FIREBREAKS IN THE RAIL RESERVE
BETWEEN VRYHEID EAST AND ULUNDI**

SCHEDULE OF QUANTITIES AND PRICES

VRYHEID EAST AND ULUNDI

ITEM No..	REFERENCE CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts	209.646	KM		R
2	B.9.4	Burning of Firebreaks	209.646	KM		R
					14 % VAT	R
					TOTAL	R

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ANNEXURE D: SCOPE OF SERVICES PART A

A1. SCOPE OF WORK

This contract covers the provision of firebreaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, Richards Bay, to the extent that area(s) treated in terms of this contract are rendered, free of vegetation capable of spreading fire from Transnet Freight Rail property as defined, for the periods specified herein.

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

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

A2. SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has experience in the field of provision of fire breaks in accordance to national RSA legislation (amongst others The National Veld and Forest Fire Act, Act no 101 of 1998) and rules of the applicable Fire Protection Associations (FPA's).

A2.2 A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation 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.

A3. DURATION OF CONTRACT

The work provides for the preparation and burning of firebreaks over a 2 year period every autumn commencing on the date of notification of acceptance of tender with Transnet Freight Rail and completed before 31 July of the specific year.

A4. COMPLIANCE WITH STATUTES

A4.1 The Contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.

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- 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)

A5. GENERAL

Tenderers are required to tender 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 tender.

A6. GUARANTEES

- A6.1 The security required for this contract shall be equal to five / ten percent (5 % /10%) of the total contract value and shall be provided before any work is carried out.
- A6.2 Retention money will not be deducted from payments.

A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

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

- A7.1. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks from the water points provided and to ensure that the water is suitable for its intended use.
- A7.2 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 Contractor's intention to inspect.

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A8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

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 Contractor shall take all necessary care to prevent loss or damage.

A9. TO BE PROVIDED BY THE CONTRACTOR

A9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.

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

A9.3 The Contractor 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 contractor shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must both be yellow or light blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

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

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

A10. SCHEDULE OF QUANTITIES AND PRICES

A10.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule for the Works.

A10.2 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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

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RFQ for the burning of firebreaks in the rail reserve between Vryheid East and Ulundi

A10.3 The short descriptions of the items in the schedule are for identification purposes only. The Transnet General Tender 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 Contractor in the schedule of quantities and prices.

A11 CONTRACT PRICE ADJUSTMENT FORMULA

A11.1 This contract will not be subjected to Price Adjustment and / or Escalation.

A12. EVALUATION OF TENDERS

A12.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

A12.2 Tenderers may submit alternatives to the methods of firebreaks provision described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.

A12.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage and any other information needed to enable the tender to be evaluated as described above.

A13. SITE MEETINGS

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

A14. SITE BOOKS

A14.1 A Site Instruction Book with triplicate pages shall be provided by the contractor, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

A14.2 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 both the Contractor and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

A14.3 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.

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- A14.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- A14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".
- A14.6 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

A15. INFORMATION TO BE PROVIDED WITH TENDER

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

A15.1 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. Each team will have the following minimum equipment available and in working condition during the making of fire breaks, this is exclusive of plant, vehicle and water tankers / bakkie sakkies which the tenderer deem necessary:

- 1 x Fire Brater per team member
- 1 x Knapsack sprayers (15lt capacity) per 2 team members
- 1 x Rake Hoe per team member
- 1 x Held weather reading device which can accurately measure wind speed, relative humidity, temperature and Barometric pressure per team.
- Brush cutters, chain saws
- First Aid kit
- Cell phone
- 2 x portable radios

A15.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

A15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A15.4 The Schedule of Quantities and Prices must be completed in full.

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- A15.5 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A15.6 Copies of the certificates issued by the Department of Agriculture to certify that the tenderer or his/her representatives are pest control operators in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted if the contractor intends applying herbicides.
- A15.7 The Contractor shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.
- A16. PENALTIES FOR LATE COMPLETION
- The provisions pertaining to "penalties for late completion" shall not apply to this contract.

SCOPE OF SERVICES PART B

B1. SCOPE

- B1.1 The scope of the work consists of the provision of firebreaks 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:
- B1.2 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.
- B1.3 The essence of the contract is that Transnet Freight Rail requires the provision of firebreaks on Transnet Freight Rail property
- The way and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of functional firebreaks. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory performance.
- Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done
- B1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to provide these fire breaks.

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B2. DEFINITIONS

B2.1 FIRE BREAKS

Fire breaks are defined as a strip (natural or manmade) of property within Transnet Freight Rail boundary along both fences where the fuel characteristics of the vegetation have been managed so that the potential of fires spreading to adjoining property from Transnet property or visa 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.

TRACER LINES

Tracer lines are narrow strips (·1m wide) of vegetation that has been chemically treated and then burnt to indicate the outer boundaries of the firebreaks. Tracer lines are prepared when the adjoining vegetation is still actively growing

B2.2 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.

B2.3 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.

B2.4 WORKLOTS

A Worklot is a subdivision of any area on which the Contractor shall provide fire breaks.

- In all cases the size of a worklot will be 1Km.
- Worklots are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 1km.
- In yards, depots/areas worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Technical Supervisor's or his / her Deputy shall decide in advance and advise the Contractor accordingly, of the method of measurement to be adopted in any particular area.
- Worklots will normally be measured parallel to the main direction of the fence or track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.

B3. METHOD OF PROVIDING FIRE BREAKS

B3.1 The Contractor'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

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at this aim. The Contractor 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.

B3.2 Slashing of burnt material to below the height specified in B4.1 will be permitted.

B3.3 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 Contractor per Part A15.1 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.

B3.4 Prior to making firebreaks electrical / signal installations must be protected by making minor firebreaks around such installations and or equipment. The Technical Officer will point out such installations and or equipment.

B3.5 The making of firebreaks will not take place:

- If the wind speed exceeds 30 km/h
- and or if the daily Fire Danger Index (FDI) 10h00 reading and 14h00 reading exceeds the acceptable norm as proposed by the local Fire Protection Officer of the FPA where firebreaks are being provided
- or if a Prohibition Notices has been issued by the Government Department acting as custodian of the National Veld and Forest Fire Act, Provincial Disaster Management, District Municipality, local Municipality or any other competent authority.
- On both side of the track at the same time.

B3.6 No firebreaks may be made if the contractor is not possession of a written daily burning permit received from the local Fire Protection Officer of the relevant Fire Protection Association. The contractor will be responsible to obtain the daily burning permit.

B3.7 The contractor 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. No firebreaks will be made after 2h00 on a Friday until 05h00 the following Monday or after 12h00 on the weekday preceding a Public Holiday until the 05h00 on the workday following such a public Holiday.

B3.8 No firebreaks may be made if adjoining property owners have not been informed of the intention to provide firebreaks along a mutual fence. The Technical Officer will negotiate with adjoining property owners. If agreement cannot be reach regarding appropriate dates with the adjoining property owner or owners provisions as per Act 101 of 1998 National Veld and Forest Fire Act will prevail.

B4. STANDARDS OF WORKMANSHIP

B4.1 Standard of firebreaks shall be such that:

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- 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 contractor shall indicate in his / her tender 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.

B5. PROGRAMME OF WORK

B5.1 The Contractor 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 tender or the commencement of the annual burning season as the case may be.

B5.2 The particulars to be provided in respect of the Contractor'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:

B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be were fire breaks are to be provided in the contract area,

B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards required in terms of the contract,

B5.3 In addition to the initial programme provided for in terms of B5.1. the Contractor shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

B6. PERFORMANCE MONITORING AND EVALUATION

B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful results achieved over areas of completed. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.

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

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- B6.3 The Technical Officer will during fire breaks programme carry out two official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.
- B6.3.1 The first inspection shall be done after completion of the tracer lines and minor firebreaks around equipment and installations and after he has notified the Technical Officer that he/she has inspected the work and that the work has been completed.
- B6.3.2 The second and final inspection of the season will be carried out after completion of the Contractor'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.
- B6.3.3 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".
- B6.4 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 Contractor only at the time and place of rejection.
- The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.
- B6.5 In the case where the Technical Officer and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Contractor shall prepare an appropriate record of all disputed 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 Form US 7 – Services
- B7. REMEDIAL WORK
- B7.1 The Contractor shall carry out remedial work to all work lots where the standards of workmanship have not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a fire hazard to Transnet Freight Rail Operations or adjoining property.
- B7.2 Slashing of burnt vegetation will be allowed on its own as a remedial action.
- B7.3 The contractor shall carry out repair to any fence damage by him / her during the making of fire breaks.
- B7.4 Fire may be used as a method of to provide fire breaks or as a method of remedial action.
- B8. DAMAGE TO FAUNA AND FLORA AND TRANSNET ASSETS
- B8.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the work area.

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B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

B8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

B8.5 Damage to Transnet assets by the contractor, such as to boundary fences, shall be repaired by the contractor on a daily basis as and when damage took place.

B9. MEASUREMENT AND PAYMENT

B9.1 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 Contractor has achieved the standard as defined in clause B4.1.

B9.2 No payment will be made for rejected work lots where the standards achieved does not meet the standards specified.

B9.3 Measurement and payment for the work completed will be made in 2 stages as follows:

B9.3.1 After completion of the water lines and minor firebreaks of the entire contract area the Technical Officer or his deputy and the Contractor will measure the work performed. The Contractor will thereafter receive payment at 70% of the rates tendered for all of the completed work.

B9.3.2 A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause B6.3.1. The Contractor will thereafter receive payment at 80% of the rates tendered for all work where standards as specified have been achieved.

B9.3.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

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