



Transnet Freight Rail
A Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT.**

FOR A PERIOD OF TWO YEARS

ISSUE DATE	:	25 May 2011
CLOSING DATE	:	14 June 2011
CLOSING TIME	:	10H00
OPTION DATE	:	30 September 2011

**Please note that late responses and those delivered or posted
to the wrong address will be disqualified.**

Respondents Signature

Date & Company Stamp



RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

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SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Quotation Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Schedule of Rates**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate of Attendance of Information Briefing Session**
- 10. Schedule of Plant**
- 11. Minimum Communal Health Requirements (E4B)**
- 12. Safety Arrangements and Procedural Compliance (E4E)**
- 13. Specification For Works On, Over, Under Or Adjacent to Railway Lines
Near High Voltage Equipment**
- 14. Suppliers Code of Conduct**
- 15. Non-Disclosure Agreement**
- 16. Level crossing Diagram**
- 17. Contractual safety clauses**

Respondents Signature

Date & Company Stamp



SECTION 1

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after 24 May 2011 the RFQ documents may be inspected at, and are obtainable from the receptionist, Transnet Tender Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of R100,00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; KDS80E1990-7445 and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on 6th June 2011.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Infrastructure Building, Andrew street, Nelspruit on the 7th June 2011, at 10h00.
- Respondents failing to attend the compulsory information briefing session will be disqualified.
 - Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
 - Respondents to provide own transportation

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

For specific queries before the closing of the RFQ, the following Transnet Freight Rail employee(s) may be contacted by email only:

Name	:	Yvonne Scannell
Division	:	Transnet Freight Rail, (SCS) Procurement
Email	:	Yvonne.scannell@transnet.net

Respondents Signature

Date & Company Stamp



3. Quotations **in DUPLICATE** must reach The Secretary, Transnet Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: KDS80E1990 – 7445
Description	: Control of vegetation at Level Crossings under the Jurisdiction of the Depot Engineer, Nelspruit
Closing date and time	: 14 June 2011 at 10h00
Closing address	: (refer options paragraph 4 below)

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to The Secretary, Transnet Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

**THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not 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.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

Respondents Signature

Date & Company Stamp



- 4.3** If dispatched by courier, the envelope must be addressed as follows and delivered to The Secretary, Transnet Acquisition Freight Rail and a signature obtained from that Office.

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 14 June 2011.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. 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 location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
- 12. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

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TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Respondents Signature

Date & Company Stamp



Turnover: Indicate your company's most recent annual turnover:
R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:
.....

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

13. COMMUNICATION

Respondents are warned that a response will be liable to 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 enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the TRANSNET Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

14. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

Respondents Signature

Date & Company Stamp



15 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign 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 can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest BBBEE Certificate;
 - Respondent's valid Tax Clearance Certificate.

16. COMPLIANCE

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

17. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-RFQ negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS

MAY RESULT IN A QUOTATION BEING REJECTED

Respondents Signature

Date & Company Stamp



18. 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 a Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFQ's 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
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract
- preference will be given to locally based suppliers

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

Respondents Signature

Date & Company Stamp



19. LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

Transnet urges its clients, suppliers and the general public to report any fraud or corruption on the part of Transnet's employees to
TIP-OFFS ANONYMOUS : 0800 003 056

Respondents Signature

Date & Company Stamp



SECTION 2

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. SCOPE OF WORK

- 1.1 This contract covers the control of vegetation at level crossings by mechanical means and by either mechanical and/or chemical herbicide methods in the case of trees, bushes, shrubs, reeds and woody species. This work is to be done in the geographical area controlled by the **Depot Engineer, Nelspruit**.
- 1.2 The essence of the contract is that Transnet Freight Rail requires clear visibility at the level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.
- 1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender.
- 1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

2. DEFINITIONS

2.1 CONTROL

- 2.2 Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 300mm.

The constituent parts of all plants occurring within the area of treatment cease to exceed 300mm in height.

The constituent parts of all plants (dead or alive) cease to exceed 300mm in height for the total duration of the contract.

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Date & Company Stamp



There are no dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

Control constitutes a process or situation where the control of vegetation at level crossings occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

2.3 CLEAN LEVEL CROSSING

The successful control of vegetation at the railway level crossing, giving motorists clear vision to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign . See attached sketch , schedule of quantities .

Level crossings where control is required may be irregular in shape.

For inspection and payment purposes ,any growth taller than 300mm in any one of the four quadrants of a level shall result in that level crossing being rejected in its entirety .

2.4 DECLARED WEEDS

Declared weeds means category 1 plants and declared invader plants , category 2 and 3 plants ,proclaimed under the conservation of Agricultural Resources Act , Act no 43 of 1983 , including amendments (GN Regulation 280 of 30/30/2001) there to.

2.5 HERBICIDE TREATMENT

In the event that trees bush or reeds are present in the treatment area then herbicide stump treatment or spraying must be used to treat this vegetation.

NB. Note that herbicides may only be used to control trees, bushes, shrubs, reeds and woody species, and colorant must be added to the herbicide, either blue or red, to make treated areas visible . Grass and other herbaceous plants should only be cut and not treated with herbicides to avoid erosion at Level Crossings.

3. SUFFICIENCY OF TENDER

3.1 **Where herbicides are to be applied, the contract will only be awarded to a tender who has a proven record of wide experience in the application of herbicides in southern Africa.**

3.2 A site Inspection Certificate (E4A) signed by the Technical officer or his/her deputy, must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

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Date & Company Stamp



4. DURATION OF THE CONTRACT

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

5. COMPLIANCE WITH STATUTES

- 5.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;
- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
 - b) The Hazardous Substance Act (Act 15 of 1973) as amended.
 - c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
 - d) The Environmental Conservation Act (Act 73 of 1989).
 - e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
 - f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
 - g) Common law of nuisance.
 - h) Mountain Catchment Area Act (Act 63 of 1970).
 - i) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
 - j) The Occupational Health and Safety Act (Act 85 of 1993)
 - k) The National Veldt and Forest Fire Act (Act 101 of 1989)
- 5.2 Where herbicide is used the Contractor's authorised representative shall be a **registered Pest Control Operator**, specialising in the field of industrial weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. In this case a registered Pest Control Officer shall be in direct control of work taking place on site.

5.3 GENERAL

Tenderers are required to tender for all the areas quoted in the schedule of quantities and prices, if possible the Transnet Freight Rail may conclude one or more contract as a result of this tender.

6. TO BE PROVIDED BY THE CONTRACTOR

- 6.1 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.
- 6.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.
- The Contractor shall provide at his/her own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area.

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Date & Company Stamp



- 6.3 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching traffic
- 6.4 All employees employed by the contractor shall wear reflective clothing during the execution of the work to enhance their visibility. **Only white flags may be used to alert the train drivers of the presence of people working.**

7. SCHEDULE OF QUANTITIES AND PRICES

- 7.1 The Schedule of quantities and prices depicts the km points of each level crossing per line code .The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in black ink) for the Works.
- 7.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.
- 7.3 The quantities in the schedule of quantities and price are estimated and may be more or less than stated.

8. EVALUATION OF TENDERS

- 8.1 “Time value of money” methodology and principles will be used in evaluation of tenders.
- 8.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and Transnet Freight Rail resources for the Contract, will be considered during evaluation of tenders.

9. SITE BOOKS

- 9.1 The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical officer or his/her deputy for the duration of the contract.
- 9.2 The site instruction book shall only be used by the Technical officer or his/her deputy or appointed Transnet Freight Rail representative for issuing instructions to the Contractor.
- 9.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical officer or his/her deputy.
- 9.4 Only persons authorized in writing by the Technical officer or contractor may make entries in the site book.

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Date & Company Stamp



10. 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 or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

11. INFORMATION TO BE PROVIDED WITH TENDER

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

- 11.1 Full description of the plant, herbicides and methods of control to be used by him for all aspects of the work required ensuring performance as specified.
- 11.2 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.
- 11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 11.4 The Schedule of Quantities and Prices must be completed in full.
- 11.5 Where herbicides are to be used a copy of the certificate issued by the Department of Agriculture to certify that the Tenderer or his/her representative is a Pest Control Operator in terms of Act 36 of 1947.

12. METHOD OF VEGETATION CONTROL

- 12.1 The Contractor's methods and program shall provide rapid and effective control in all level crossings, Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.
- 12.2 This is to ensure that there be no plants or any means of vegetation higher than 300mm at any of the level crossings from the commencement and through the entire duration of the contract.
- 12.3 Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 12.4 Any deviation from the method of work submitted as per clause 12.1 by the Contractor shall be subject to the approval of the Technical officer or his/her deputy.
- 12.5 Where a chemical approach to vegetation control is followed, such an approach shall not lead to soil erosion taking place.

Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.

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Date & Company Stamp



13. STANDARDS OR WORKMANSHIP

13.1 Standard of vegetation control for individual level crossing.

Vegetation control shall be such that there are no dry or dead remains of vegetation within the level crossing greater than 300mm in height that it constitutes a hazard, hindrance or danger to Transnet operations.

13.2 Manual removal of vegetation

For this contract, the contractor should timeously familiarize him/herself with the existing conditions of the sites and ensure that his/her tender price includes all work necessary to achieve the required control.

14. PROGRAMME OF WORK

14.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Manager or his/her deputy for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of this Tender.

Transnet Freight Rail requires the initial work to be completed within 6 weeks from the date of notification.

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

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

14.4 The appropriate methods and procedures to be implemented by him to achieve the standards of vegetation control required in terms of the contract.

14.5 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:

- Ascertaining the nature of weed infestation and factors that could influence the work.
- Monitoring the standard of weed control achieved.
- Identifying any damage or hazards which may have been caused by the weed control operation.
- Planning of timeous execution of remedial work where control is not being achieved.

14.6 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

15. PERFORMANCE MONITORING AND EVALUATION

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

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Date & Company Stamp



15.2 The Technical officer shall at any time during the term of the contract carry out routine inspections of the Contractor's performance methods and procedures.

15.3 The Technical officer will during each growth season carry out **two** official inspections 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.

15.3.1 The first inspection shall be done at, or within 20 weeks after completion of the contractor's initial spraying program.
And after he has notified the Technical Officer that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four weeks.

15.3.2 The second and final inspection of the season will be carried out at, or within 36 weeks after completion of the contractor's initial spraying programme and after he/she has notified the Technical Officer that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four weeks.

These 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 or his/her deputy.

15.4 The rejection of level crossings that do not comply with the standard of control for individual level crossings will be final and valid for that inspection.

The rejection by the Technical officer or his/her deputy of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of the level crossing 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.

16. REMEDIAL WORK

16.1 The Contractor shall carry out remedial work to all level crossings where control has not been achieved, prior to the official inspections. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to Transnet Freight Rail operations

16.2 The Technical officer or his/her deputy may, at any time after the inspection, order the Contractor to carry out remedial action within 1 week after being so ordered, failing which the Technical officer or his/her deputy may arrange for such action to be carried out by others at the cost of the Contractor.

16.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.

17. DAMAGE TO FAUNA AND FLORA

17.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be controlled. The Contractor shall take the presence

Respondents Signature

Date & Company Stamp



of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

17.2 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.

17.3 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 property or as part of Transnet refuse.

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

18. CONTRACT PRICE ADJUSTMENT FORMULA

18.1 A contract price adjustment factor to be determined in accordance with the formula described in 18.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

18.2 The contract price adjustment factor shall be -

$$(1 - x) \left(0.20 \frac{L_t}{L_o} + 0.05 \frac{P_t}{P_o} + 0.70 \frac{M_t}{M_o} + 0.05 \frac{D_t}{D_o} - 1 \right) \quad \text{where } x = 0,15 \text{ and}$$

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

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

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

L_o and L_t shall be the labour indices for Metropolitan Areas (P0141.1 Table 21).

Respondents Signature

Date & Company Stamp



- . P_o and P_t shall be the average of the price indices of Non-Electrical Machinery multiplied by a equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 item 2.16 and 2.21 respectively).
- . M_o and M_t shall be the price indices of Chemical and Chemical herbicides used in table 10 of the PO142.1 item 2.11 Basic Chemicals
- . D_o and D_t shall be the price indices of "Diesel Oil - Witwatersrand" (P0142.1 Table 16).

- 18.4 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.
- 18.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.
- Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.
- 18.6 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.
- 18.7 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

19. MEASUREMENT AND PAYMENT

- 19.1 Payment will be based on the number of level crossings treated as instructed by Technical officer or his/her deputy and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.1.
- 19.2 No payment will be made for rejected level crossings where control achieved does not meet the standards of control specified.
- 19.3 Measurement and payment for the work will be made in 3 stages as follows:
- 19.3.1 After completion of cutting of all the level crossings the Technical Officer or his deputy and the contractor will measure the work performed on all the level crossing. The contractor will thereafter receive 40% of the rates tendered for all of the completed work.

A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause 15.3.1 the contractor will thereafter receive a payment at 30% of the rates tendered for all the level crossing where control as specified has been achieved or clear signs are evident that control is in the process of being achieved.

Respondents Signature

Date & Company Stamp



- 19.3.2 A third measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause 15.3.2. the Contractor there after receive payment of at 30% of the rates tendered for all the level crossings where control has been achieved .
- 19.3.3 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, material, consumables, Head-Office overhead costs, the contractor's profit .for all the delay and consequential costs and for everything of whatever nature required of the contractor for completion of the work included in the contract.

20. PENALTIES FOR LATE COMPLETION

"Penalties for late completion" shall not apply to this contract.

21. GUARANTEES

Retention money will not be deducted.

22. GENERAL INFORMATION

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

23. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFP, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organization.

Accepted:

YES	
-----	--

NO	
----	--

Respondents Signature

Date & Company Stamp



24. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days’ notice to the Supplier.

Accepted:

YES		NO	
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25. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

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

If “yes”, please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent’s Quotation if there is insufficient space available.

Respondents Signature

Date & Company Stamp



26. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

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

(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

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

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

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

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 23 above)

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

Respondents Signature

Date & Company Stamp



damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be cause by or arise out of the service.

30. INDEMNITY CLAUSE:

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

"Preview Copy Only"

Respondents Signature

Date & Company Stamp



SECTION 3

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

QUOTATION FORM

I/We _____
(name of company, close corporation or partnership)

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

Respondents Signature

Date & Company Stamp



I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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 the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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 service, within 4 (four) weeks, 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 period of two (2) years only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium 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 accredited agent in the Republic of South Africa who is empowered 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 the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, deliverables, quality, BBBEE status or for any other reason.

Respondents Signature

Date & Company Stamp



VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ (State alternative validity period/date).

TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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 Quotation is submitted.

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.

Respondents Signature

Date & Company Stamp



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

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

REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company’s Registration Certificate with their Quotation.

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent’s domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to 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 will have to be obtained from Transnet

 Respondents Signature

 Date & Company Stamp



DISCLOSURE OF PRICES TENDERED

Respondents must indicate here **whether TRANSNET may disclose** their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the TRANSNET Group:

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with TRANSNET)

Respondents Signature

Date & Company Stamp



RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

- Notice to Bidders – Section 1
- Background overview – Section 2
- Quotation Form – Section 3
- Resolution of Board of Directors (Respondent's Representative) - Section 4
- Certificate of Acquaintance with RFQ Documents – Section 5
- Schedule of Rates - Section 6
- General Tender Conditions - Form CSS5 – Section 7
- Conditions of Contract - Form US7 – Section 8
- Certificate of attendance of Information Briefing – Section 9
- Schedule of Plant and Equipment – Section 10
- E4B – Minimum Health Requirements – Section 11
- E4E – Safety arrangements and Procedural compliance – Section 12
- Specification For Works on, Over, Under Or Adjacent to Railway Lines near High Voltage Equipment – Section 13
- Supplier code of conducts – Section 14
- Non-Disclosure Agreement – Section 15
- Level Crossing Diagram – Section 16
- Contractual Safety clauses – Section 17
- Transnet Supplier Declaration/Application
- Copy of cancelled cheque or letter from the bank verifying banking details (with bank statement)
- Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
- Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
- Certified Copy of Share Certificates of Shareholders, CK1
- A Letter with the company's letterhead confirming physical and postal addresses
- Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
- A Signed letter from the Auditor/Accountant confirming most recent annual turnover percentage black ownership in the company AND/OR BBEE certificate and credit scorecard from an accredited rating agency (ABVA Member)
- Registered Pest Control Officer Certificate
- Letter of Good Standing with the Compensation Commissioner
- Risk and Safety plan

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondents Signature

Date & Company Stamp



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognize 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.

SIGNED a _____ this _____ day of _____ 2011.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondents Signature

Date & Company Stamp



SECTION 4

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to RFQs, Quotations and/or Contracts for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondents Signature

Date & Company Stamp



SECTION 5

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2011.

WITNESS : _____

SIGNATURE OF RESPONDENT

Respondents Signature

Date & Company Stamp



SECTION 6

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
 DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

SCHEDULE OF RATES/REQUIREMENTS

Refer and complete annexure's attached hereto.

SUMMARY OF LEVEL CROSSING QUANTITIES

Item	Section	Total (Area) m ²	No. of crossings	Total price per area (Y1 + Y2) (Excl VAT)
1	Kaapmuiden – Komatipoort (Line code 35)	56 840	11	
2	Goedgeluk – Nelspruit (Line code 30)	234 680	47	
3	Nelspruit – Kaapmuiden (Line code 34)	68 560	14	
4	Kaapmuiden – Barberton (Line code 42)	150 840	31	
5	Nelspruit – Graskop (Line code 49)	19 360	4	
6	Citrus – Yaverland (Line code 51)	38 720	8	
7	Hoedspruit – Phalaborwa (Line code 65)	87 520	18	
8	Kaapmuiden – Hoedspruit (Line code 44)	125 800	26	
9	Komatipoort – Swaziland (Line code 68)	4 840	1	
TOTAL		787 160	160	

Respondents Signature

Date & Company Stamp



SECTION 7

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 8

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

**Respondents should note the obligations as set out in
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."

Respondents Signature

Date & Company Stamp



SECTION 9

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of
this RFQ on2011.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

Respondents Signature

Date & Company Stamp



SECTION 10

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) **Plant immediately available for work tendered for :**

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

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

Respondents Signature

Date & Company Stamp



SECTION 11

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 12

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 13

RFQ NUMBER KDS80E1990 – 7445

CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT

FOR A PERIOD OF TWO YEARS

**Specification For Works On, Over, Under Or Adjacent to Railway Lines near High Voltage
Equipment**

Refer to Annexure attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 14

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 15

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

Respondents Signature

Date & Company Stamp



SECTION 16

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

Level Crossings Diagram

Refer to Annexure attached hereto

Respondents Signature

Date & Company Stamp



SECTION 17

RFQ NUMBER KDS80E1990 – 7445

**CONTROL OF VEGETATION AT LEVEL CROSSINGS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER, NELSPRUIT**

FOR A PERIOD OF TWO YEARS

Contractual safety clauses

Complete and sign attached hereto

Respondents Signature

Date & Company Stamp