



RFQ / TENDER

Tender No: KGG-12776

Vendor No: 11001386

BOARD LIST
BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT
2000

Purchaser : Nobahle Mjoli
Telephone : 011 584 0606
Fax Number:

Please quote reference:
K62/6000598232

Deliver to:
TFR Southern Gauteng
Supply Chain Services
East and
1400 Johannesburg

Closing Date : 12.12.2013
Validity Date : 11.03.2014
RFQ No : 6000598232
End of Validity : 15.12.2014

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM KRUGERSDORP TO UNDER THE DEPOT ENGINEER KRUGERSDORP FOR 12 MONTHS.

THE RFQ DOCUMENTS ARE OBTAINABLE FROM THE OFFICE OF TRANSNET FREIGHT RAIL, TENDER ADVISE CENTRE, GROUND FLOOR, INYANDA HOUSE 1, WELLINGTON ROAD, PARKTOWN, DURING OFFICE HOURS 08:00 TO 15:00 AND RFQ DOCUMENT IS FOR FREE. RFQ CLOSING DATE: 12 DECEMBER 2013.

QUOTATIONS MAYBE FAXED TO : (011) 774-9129/(011) 774-9186.

FOR ANY TECHNICAL ENQUIRIES WITH REGARD TO THIS RFQ YOU CAN CONTACT :MR MATSHENI FAKUDE 011 950 1269/083 299 8167.

1.1 QUOTATION/S MUST BE SUBMITTED PUNCTUALLY AT 10:00 ON OR BEFORE CLOSING DATE AND LATE QUOTATIONS WILL NOT BE CONSIDERED.

1.2 IF POSTED:

21 WELLINGTON ROAD
INYANDA HOUSE 1
PARKTOWN
2193

1.3 ,IF DELIVERED BY HAND:

TRANSNET FREIGHT RAIL-SUPPLY CHAIN SERVICES
21 WELLINGTON ROAD
INYANDA HOUSE 1
PARKTOWN

DATE: SIGNATURE OF TENDERER(S):

CONTACT PERSON: TEL No:

RFQ / TENDER

Tender No: KGG-12776 **Page**
Date : 10.12.2013 **2**

BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

2. CONDITIONS:

2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF CONTRACT, FORM US7, (LATEST), GENERAL TENDER CONDITIONS, FORM CSS5 (LATEST) AND CONDITIONS MENTIONED HEREIN.

2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.

2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES. PRICES SUBJECT TO REVIEW IN TERMS OF CLAUSE 32 OF FORM US7 WILL ONLY BE CONSIDERED SHOULD THE DELIVERY PERIOD REQUIRED EXCEED 6 MONTHS.

2.5 BEST DELIVERY TIME MUST BE OFFERED.

2.6 DISCOUNT (TRADE DISCOUNT) CASH DISCOUNT (CONDITONAL DISCOUNT) VALUE VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.

2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE OF THE QUOTATION.

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DATE:

SIGNATURE OF TENDERER(S):

RFQ / TENDER

Tender No: KGG-12776 Page
Date : 10.12.2013 3

BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

2.8 DIRECT DELIVERY INTIMATES DELIVERY BEING EFFECTED INTO THE WAREHOUSE OR THE ACTUAL POINT OF SUPPLY AND SHOULD THEREFORE INCLUDE ANY TRANSPORTATION MODE DEEMED NECESSARY IN EXECUTING THIS METHOD OF DELIVERY BASIS IN ORDER TO MEET THE REQUIRED DELIVERY DATE.

3. EVALUATION CRITERIA

3.1 PRE-QUALIFICATION 60% THRESHOLD MANDATORY:- COMPLIANCE TO SPECIFICATION, PREVIOUS RELATED EXPERIENCE, PEST CONTROL CERTIFICATE & LIST OF EQUIPMENT. 3.2 LETTER OF GOOD STANDING & RISK/SAFETY PLAN. 3.3 COMPETITIVE PRICING AND BBBEE.

TAX CLEARANCE CERTIFICATES:

The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9 (1) (d), stipulates that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations.

Tenderers will be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

COMPANY DETAILS:

NAME OF COMPANY: _____

CONTACT PERSON: _____

TEL. NO. _____ FAX NO: _____

REG. NO. _____

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past.

Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) - "List of Full Members" as displayed on the ABVA website (www.abva.co.za).

Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies.

Enterprises will be rated by such agency based on the following:

1. Large Enterprises (i.e. annual turnover >R35million:

" Rating level based on all seven elements of the BBBEE scorecard.

2. Qualifying Small Enterprises - (QSE) (i.e. annual turnover >R5million but <R35million:

" Rating based on any four elements of the BBBEE scorecard.

NB:

3. Emerging Micro Enterprises - (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:

" Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition

" Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition

" EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.

DATE:

SIGNATURE OF TENDERER(S):

RFQ / TENDER

Tender No: KGG-12776 Page
Date : 10.12.2013 4

BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value that will 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-contractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE TO DO SO WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED FOR BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R_____

" If annual turnover <R5m, please attach certified confirmation from your Auditor/Accounting Officer

" If annual turnover >R5m please attach original or certified copy of accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

PAYMENT TERMS

The following payment terms will apply as from 1 October 2008.

" All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F055.

CONDITIONS:

This quotation is subject to the provisions of the Standard Terms and Conditions of Contract, Form US7, (Latest) and the General Tender Conditions, Form CSS5 (Latest) and any other standard or special conditions mentioned and/or embodied in the quotation request.

SCHEDULE OF REQUIREMENTS

PRICES TENDERED ARE TO BE "DIRECT" AND EXCLUDE VAT.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF FORM CSS5 (LATEST).

DATE:

SIGNATURE OF TENDERER(S):

RFQ / TENDER

Tender No: KGG-12776 **Page**
Date : 10.12.2013 **5**

BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

TRANSNET INSISTS ON HONESTY AND INTEGRITY BEYOND REPROACH AT ALL TIMES AND WILL NOT TOLERATE ANY FORM OF IMPROPER INFLUENCING, BRIBERY, CORRUPTION, FRAUD, OR ANY OTHER UNETHICAL CONDUCT ON THE PART OF BIDDERS/ TRANSNET EMPLOYEES. IF, IN THE OPINION OF TRANSNET'S CHIEF OPERATING OFFICER, A TENDERER / CONTRACTOR / SUPPLIER HAS OR HAS CAUSED TO BE PROMISED, OFFERED OR GIVEN TO ANY TRANSNET EMPLOYEE, ANY BRIBE, COMMISSION, GIFT, LOAN, ADVANTAGE OR OTHER COSIDERATION, TRANSNET SHALL BE ENTITLED TO REVOKE THE TENDER / CONTRACT BY FOLLOWING ITS INTERNAL POLICIES THAT GOVERN THE ECLUSION PROCESS. IN SUCH AN EVENT TRANSNET WILL BE ENTITLED TO PLACE ANY TENDERER / CONTRACTOR / SUPPLIER WHO HAS CONTRAVENED THE PROVISIONS OF TRANSNET'S BUSINESS ETHICS ON ITS LIST OF EXCLUDED TENDERERS. THIS LIST WILL ALSO BE DISTRIBUTED TO ALL OTHER STATE OWNED ENTERPRISES AND GOVERNMENT DEPARTMENTS.

TRANSNET INVITES ITS VALUED SUPPLIERS TO REPORT ANY ALLEGATIONS OF FRAUDCORRUPTION OR OTHER UNETHICAL ACTIVITIES TO TRANSNET TIP-OFFS ANONYMOUS,AT ANY OF THE FOLLOWING ADDRESSES / CONTACT NUMBERS:-

TOLL-FREE ANONYMOUS HOTLINE - 0800 003 056
EMAIL - Transnet@tip-offs.com
FAX NUMBER - 0800 007 788
FREEPOST DN 298, UMHLANGA ROCKS, 4320

CONFIDENTIALITY IS QUARANTEED

Item	Qty	Material	Description	R.....
00010	1	CUT TREES		Each

Delivery Date: 15.11.2014

FULL DETAILS OF DESCRIPTION

DATE:

SIGNATURE OF TENDERER(S):

RFQ / TENDER

Tender No: KGG-12776
Date : 10.12.2013

Page
6

BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

3. ADDITIONAL INFORMATION REQUIRED: (WHERE APPLICABLE)

3.1 THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:

- (A) DISCOUNT:
- (B) SETTLEMENT DISCOUNT:.....
- (C) PRICE/S FIRM:
- (D) PRICE/S FIRM UNTIL THEREAFTER SUBJECT TO REVIEW.
- (E) PRICE/S NOT FIRM:
- (F) SABS MARK:
- (G) SABS PERMIT NO:
- (H) BRAND/MAKE/TYPER:
- (I) FULL NAME AND ADDRESS OF MANUFACTURER.:
.....
.....
.....
- (J) FULL NAME AND ADDRESS OF INSPECTION POINT:
.....
.....
.....
- (K) COUNTRY OF ORIGIN:

Comply : _____ Does not Comply : _____ Not applicable : _____

Justification :

(L) SURPLUS MATERIAL:

TENDERERS MUST INDICATE IF THEY WILL BE PREPARED TO PURCHASE BACK FROM TRANSNET ANY SURPLUS MATERIAL WHICH MAY BECOME AVAILABLE FROM ANY RESULTING PURCHASE ORDER/CONTRACT ORIGINATED FROM THE QUOTATION SUBMITTED:

.....

(M) PAYMENT OVERSEAS:

ONLY IF TRANSNET LIMITED IS REQUESTED BY THE TENDERER TO EFFECT PAYMENT OVERSEAS DIRECT TO THE TENDERER'S PRINCIPAL/SUPPLIER THE FOLLOWING INFORMATION IS REQUIRED:

* EXCHANGE RATE ON WHICH THE QUOTATION PRICE IS BASED: R1,00 (S.A. CURRENCY) BEING EQUAL TO (FOREIGN CURRENCY)

* PERCENTAGE IN RELATION TO THE QUOTATION PRICE TO BE REMITTED OVERSEAS:

.....

* NAME OF COUNTRY TO WHICH PAYMENT IS TO BE MADE:

.....

* APPLICABLE DATE OF EXCHANGE RATE:

.....

* BENEFICIARY'S NAME AND FULL ADDRESS:

.....

.....

DATE:

SIGNATURE OF TENDERER(S):

RFQ / TENDER

Tender No: KGG-12776 Page
Date : 10.12.2013 7

BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

.....
* BENEFICIARY'S BANKERS AND FULL ADDRESS:
.....
.....
.....

* APPLICABLE ACCOUNT NUMBER:
.....

(N) DELIVERY DATE:

TENDERERS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURING PERIOD HEREUNDER NOTWITHSTANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.

THE FOLLOWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:

1. PERIOD REQUIRED TO OBTAIN RAW MATERIAL.(DAYS)
2. MANUFACTURING PERIOD.(DAYS)
3. PERIOD TO TRANSPORT MATERIAL TO DESTINATION.(DAYS)

MATERIAL NO.	1.(PERIOD)	2.(PERIOD)	3.(PERIOD)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

INDICATE THE PERCENTAGE (% OF THE PRICE THAT IS SUBJECT TO THE VARIABLE COPPER FEE: -----%.

"PREVIEW COPY ONLY"

DATE:

SIGNATURE OF TENDERER(S):

**TRANSNET FREIGHT RAIL
A DIVISION OF TRANSNET**

**SPECIAL CONDITIONS OF CONTRACT AND
SPECIFICATION**

**CUTTING OF TREES AND BUSHES TO A
MAXIMUM HEIGHT OF 300MM AND THE
TREATMENT OF TREE STUMP WITH AN
APPROVED HERBICIDES AT KRUGERSDORP TO
MAFIKENG WITHIN THE RAIL RESERVED UNDER
THE DEPOT ENGINEER KRUGERSDORP**

PART A – GENERAL

PART B – PROJECT SPECIFICATION

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

A. GENERAL

A1 SCOPE OF WORK

This contract covers the cutting of trees and bushes to a maximum height of 300 mm and the treatment of tree stump with an approved herbicides from Krugersdorp to Mafikeng within the rail reserved by means of portable and/or other approved equipment or methods on Transnet property. This work is to be done at Krugersdorp lines in the geographical area controlled by the Depot Engineer, Krugersdorp, to the extent that vegetation treated chemically or otherwise in terms of this contract is kept under control, as defined, for the period 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 to be controlled 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 fields of vegetation control, industrial herbicide application, and the felling of tall and problematic trees in Southern Africa**. Documentation supporting claims of competency must be provided and will be used in the evaluation of the tender. A statement of similar works successfully carried out by the tenderer (E.4C) is to be included in the tender documents.

A2.2 Consideration will also only be given to tenderers who have suitable and sufficient equipment for this type of work and expertise in the use thereof. Such equipment should, inter alia, at least include extension ladders (extendable to 10.7 metre), block and tackles, cherry picker (or access thereto), Brush cutters, Chain saws, etc.

A2.3 A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory) must be submitted with the tender. 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.

A3 DURATION OF CONTRACT

The work provides for the control of vegetation for a period of 12 Months commencing on the date of notification of acceptance of tender with Transnet Freight rail.

A4 COMPLIANCE WITH STATUTES

A4.1 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 Veld and Fire Act, Act 101 of 1998

A4.2 Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator, specialising in the field of industrial weed control**. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

A5 RETENTION MONEY

Retention money (see clauses 27.2 and 27.3 of the E.5 (MVV)) will not be deducted from payments.

A6 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.

A6.1.1 Water as required from Transnet'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 or spray units from the water point provided and to ensure that the water is suitable for its intended use.

A6.1.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer or his/her deputy, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Technical Officer or his/her deputy shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A7 TO BE PROVIDED BY THE CONTRACTOR

A7.1 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.

A7.2 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/she may deem necessary for safe and effective execution of the work within the contract area.

A7.3 The Contractor shall appoint at each work site personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an

audible warning device or flag man to timeously warn all people on the work site of approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the 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 personnel of the contractor shall at all times during bush and tree felling operations wear reflective safety jackets. These reflective jackets must either be yellow or light green 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.

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

A8 SCHEDULE OF QUANTITIES AND PRICES

A8.1 The quantities in the Schedule of 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 (prepared in ink) for the Works.

A8.2 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.

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.

A8.3 The short descriptions of the items in the Schedule are for identification purposes only. The Transnet E5 (MW) General Conditions of Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they 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 Prices.

A9 CONTRACT PRICE AND ADJUSTMENT FACTOR

No contract price adjustment will be applicable in this contract. Any price increase due to escalation will be for the Contractor's account and any price decrease will be to his/her benefit.

A10 VALUE-ADDED TAX

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.

A11 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.

A12 SITE BOOKS

A12.1 The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical Officer for the duration of the contract.

A12.2 The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.

A12.3 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.

A13 INFORMATION TO BE PROVIDED WITH TENDER

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

A13.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.

A13.2 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.

A13.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A13.4 The Schedule of Prices must be completed in full.

A13.5 A completed Schedule of Plant (E.4D) and an undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

A13.6 A list of registered herbicides to be used in the work, supported by specimen labels, indicating:

Trade name

Generic name

Registration Number

Ingredients (type and content) as shown on the label

Application rates

Where herbicides are to be used for stump treatment it is required that a suitable colourant be added to the herbicide or that a herbicide containing a colourant be used. Detail of the colourants, and with which products they are to be used, must be provided.

The Technical Officer or his/her deputy's approval shall first be obtained for use of other herbicides.

A13.7 A description of the methods to be used for controlling the vegetation must be provided. Where herbicides are to be used the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, and any other relevant information must be given.

The methods of vegetation control, description and rates of herbicidal application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor.

The Contractor shall not depart from the methods of vegetation control or minimum herbicide usage tendered, without approval from the Technical Officer or his/her deputy.

A13.8 **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, as stipulated under clause A4.2, must be submitted.**

A13.9 The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer (see clause para 2.1 and 2.2 of E5 (MW))

A14 **PENALTIES FOR LATE COMPLETION**

The provisions pertaining to "penalties for late completion" stipulated in the Transnet E5 (MW) General Conditions of Contract shall not apply to this contract.

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B. PROJECT SPECIFICATION

B1 SCOPE

B1.1 B1.1 This contract covers the cutting of trees and bushes to a maximum height of 300 mm and the treatment of tree stump with an approved herbicides from Krugersdorp to Mafikeng within the rail reserved by means of portable and/or other approved equipment or methods on Transnet property. This work is to be done at Krugersdorp lines in the geographical area controlled by the Depot Engineer, Krugersdorp, to the extent that vegetation treated chemically or otherwise in terms of this contract is kept under control, as defined, for the period specified herein.

B1.2 **Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Technical Officer or his/her deputy) prior to the start of the Contractor's program.**

B1.3 This part covers the techniques, types and use of spraying equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

B1.4 The essence of the contract is that Transnet requires vegetation to be brought under control and maintained at a certain standard as specified, for the duration of the contract period.

NB. please note that the areas are estimated, they can be more or less than stated.

B1.5 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, the relevant legislation and are conducive to the achievement of long term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

B1.6 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, pending the achievement of control as defined and/or termination or cancellation of the contract.

B2 DEFINITIONS

B2.1 CONTROL

Control is achieved when;

- Woody and certain plant material, i.e. trees, bush, declared weed, declared invader plants and reeds, has been cut back to a height of 0.3 metre and that the remaining stumps and growth cease to exist as living organisms or entities (killed),
- No new growth, such as seedlings or saplings, of woody plant material and reeds, of any height, occur,
- Plant material, other than woody plant material and reeds stipulated above, remains alive,

- All cut, dead or dry remains of any vegetation within the treated area and on cuttings are completely removed from Transnet property, to sites designated for dumping,
- All branches of plants, outside the area to be controlled, which protrude or hang over into the area to be controlled, are removed.

B2.1.1 Control constitutes a process or situation where the control of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

B2.1.2 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

B 2.2 WORK AREA

The area to be controlled consists of a strip of 5 metre wide along sections on either side of the railway line(s) specified in paragraph B1.1 unless otherwise stipulated by the Technical Officer or his/her deputy. These strips will run parallel to the railway line(s). The starting distance of the inner dimensions of these strips, i.e. closest to the railway line, will be 3 metre measured from the centre of the closest railway line. See sketch (Annexure 1). On yards it is the area parallel to the outermost rail and measured 8 metre from the centerline of the outermost rail, or as otherwise stipulated by the Technical Officer.

The contractor must cut 5 meter on both sides or one side of the lines starting From the end of the ballast eg. See on the schedule of quantities (L-Means on the left And R –Means on the right of the railway line).

For the purpose of this contract the work will be measured either in square metre or individually as stipulated in the Schedule of Prices. The work to be done will be subdivided into sections as stipulated in the Schedule of Prices.

Transnet Freight Rail may conclude one or more contracts as a result of this tender.

B 2.3 MODERATE TO DENSELY POPULATED GROWTH (GROUP A)

Group "A" is vegetation growth that is moderate to heavily dense and is not practical to count the individual trees or bushes for the purpose of this tender.

This Group (A) will be measured in square meters (m²) as indicated in the schedule of quantities.

B 2.4 INDIVIDUAL TREES (GROUP B)

Individual trees, which for this contract are quantifiable into individual trees and classified according to girth in into classes, indicated in the schedule of quantities.

B 2.5 TECHNICAL OFFICER OR HIS/HER DEPUTY

The Technical Officer pertaining to this tender will be the Junior Manager (Technical Support) of the Infrastructure Maintenance Depot, Nelspruit, and his/her deputy would be a person he/she has delegated the responsibility to in his/her absence.

B 2.6 ELECTRICAL OFFICER OR HIS/HER DEPUTY

The Electrical Officer pertaining to this tender will be the Engineering Technician (Electrical department) of the Infrastructure Maintenance Depot, Nelspruit.

B3 METHOD OF VEGETATION CONTROL

- B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.
- B3.2 Plant material, other than woody material and reeds stipulated in clause B2.1, such as grasses and herbaceous plants are to remain alive to prevent soil erosion.
- B3.3 Burning and hoeing ("Skoffeling"), of plant material will not be allowed as a method of control. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used.
- B3.4 Any deviation from the method of work submitted as per clause A13.1 by the Contractor shall be subject to the approval of the Technical Officer.
- B3.5 Where plant material, stipulated in clause B1.2 and B3.2, is severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

B4 STANDARDS OF WORKMANSHIP

- B4.1 Plant material, other than woody plant material and reeds, must be alive.
- B4.1.2 Cut woody plant material, i.e. trees, bush, declared weed and plant invaders, as well as reeds must cease to exist.
- B4.1.3 There must be no cut, dead, or dry remains of any vegetation within the treated area. In instances where the Contractor is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Technical Officer or his/her deputy. Branches of bushes and trees must be cut in sections of one metre or less before stacking.
- B4.2 OVERALL CONTROL
- B4.2.1 The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

$$\text{Overall Control} = \frac{(\text{SquareMetre / Trees controlled} - \text{SquareMetre / Trees rejected})}{\text{SquareMetre / Trees controlled}} \times 100$$

- B4.2.2 The minimum percentage of the total work that shall comply with the standard of control, shall be 80%. This measurement will be applicable for each inspection carried out during the term of the contract.
- B4.2.3 Failure by the Contractor to achieve the standard of "Overall Control" shall enable the Project Manager to terminate the Contract in terms of Clause 33 of the Transnet E5 (MW) General Conditions of Contract.

B5 PROGRAMME OF WORK

B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 1 week from the date of notification by Transnet Freight Rail.

B5.1.1 Transnet Freight Rail requires that the initial works be completed within **3 months** from the date of notification by Transnet Freight Rail.

B5.2 The particulars to be provided in respect of the Contractor's vegetation control program 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 controlled in the contract area,

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

B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.

B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,

B5.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of :

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

B5.4 In addition to the annual program provided for in terms of B5.1, the Contractor shall submit daily working programs 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 program 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 control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

B6.2 The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor. The Technical Officer may order the Contractor to retreat entire sections where such chemicals were applied.

- B6.3 The Technical Officer or his/her deputy shall, during the contract period, carry out two official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved.

The Technical Officer or his/her deputy will inform the Contractor 5 days in advance of the program of these inspections and will arrange the transport such, that adequate space and time is available for the purpose of the inspection.

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 or his/her deputy.

- B6.3.1 The first inspection will take place at or within 1 week after completion of the Contractor's initial program and at which time control as described in B2.1 shall have been achieved.

- B6.3.2 The second and final inspection will take place at or within 2 weeks after 8 weeks from the date of notification by Transnet, and will be evaluated on the specified level of control as described in B2.1.

- B6.3.3 They will be only two official inspections and two payments .

- B6.3.4 During each of these inspections the area treated will be measured and evaluated. Any area, measured in square metre, which does not comply with the specified level of control, will be recorded as rejected work.

- B6.4 The rejection of work that does not comply with the standard of control will be final and valid for that inspection.

The Contractor may contest the rejection by the Technical Officer or his/her deputy **only** at the time and place of rejection.

The rejection of work 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 or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a "disputed work". The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the General Conditions of Contract for Maintenance Works, E5 (MW).

- B6.6 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Contractor for that inspection.

B7 REMEDIAL WORK

- B7.1 The Contractor shall carry out remedial work to all work where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of cut, dry or dead growth from the controlled work area.
- B7.2 The Technical Officer may, at any time after the first measurement order the Contractor to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Technical Officer for his/her approval. Failing to do so the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

B8 DAMAGE TO FAUNA AND FLORA

- 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 area to be sprayed. The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.
- B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crop 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 property or as part of Transnet 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 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.**

B9 MEASUREMENT AND PAYMENT

- B9.1 Payment will be based on the numbers of square metre and/or individual trees treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B2.1.
- B9.2 No payment will be made for rejected work where control achieved does not meet the standards of control 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 100% of the entire contract area the Technical Officer or his/her deputy and the Contractor will measure and evaluate the work performed in terms of clause B6.3.1 (number of square metre treated). The Contractor will thereafter receive payment at 50% of the rates tendered for all work where control as specified has been achieved.
- B9.3.2 A second and final measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause B6.3.2. The Contractor will thereafter receive payment at 25% of the rates tendered for all work where control as specified has been achieved.
- B9.3.3 The third payment will be 25% and will be the last payment in terms of clause B6.3.3.
- B9.4 The rates and prices tendered in the Schedule of 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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