

**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[thereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No MMC ERAC-NPG-12174**

**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF  
DEPOT ENGINEER, NELSPRUIT, 2 YEAR CONTRACT**

**CONTROL OF VEGETATION AT LEVEL CROSSING  
UNDER THE CONTROL OF DEPOT ENGINEER,  
NELSPRUIT, 2 YEAR CONTRACT**

**BRIEFING SESSION: 10 DECEMBER 2013**

**PLACE: MAROELA BOARDROOM  
NELSPRUIT DEPOT**

**CONTACT PERSON: JOEL MOIFO TEL NO: 013 752 9249**

**TIME: 09:00**

**ISSUE DATE: 03 DECEMBER 2013**

**CLOSING DATE: 17 DECEMBER 2013**

**CLOSING TIME: 10:00**

**VALIDITY DATE: 16 MARCH 2014**

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## Section 1 NOTICE TO BIDDERS

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

**METHOD:** [Submit physically]  
**CLOSING VENUE:** [Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg]

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### 1 Responses to RFQ

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

On or after **03<sup>rd</sup> December 2013**, the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg, Free of Charge

RFQ documents will only be available until 15h00 **Monday, 09<sup>th</sup> December 2013**

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

### 2 FORMAL BRIEFING

**A compulsory information briefing will be conducted at Transnet Nelspruit Depot at Maroela Boardroom, on Tuesday, 10<sup>th</sup> December 2013, at 08h00 for a period of ± 1 - 2 hours.**

**Contact person: Joel Moifo on 013 752 9249**

**[Respondent to provide own PPE, transportation and accommodation].**

- 2.1 A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Quotation.**
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFQ briefing will be disqualified.**
- 2.3 Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or RFQ briefing.**

**3 THE BRIEFING SESSION WILL START PUNCTUALLY AT 09H00 AND INFORMATION WILL NOT BE REPEATED FOR THE BENEFIT OF RESPONDENTS ARRIVING LATE.**

**4 Broad-Based Black Economic Empowerment [B-BBEE]**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

**4.1 B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **60 (Sixty points)**.
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will **80/20** preference point system prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS];  
or
  - (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.
- Enterprises will be rated by such agencies based on the following:

**a) Large Enterprises [i.e. annual turnover greater than R35 million]:**

Rating level based on all seven elements of the B-BBEE scorecard

**b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:**

Rating based on any four of the elements of the B-BBEE scorecard

**c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:**

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

*Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].*

Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. *[Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].*

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

**5 Communication**

- Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: **Prudence Nkabinde**

Email: **prudence.nkabinde@transnet.net**

- Respondents may also, at any time after the closing date of the RFQ, communicate with

**Matete Madisha** on any matter relating to its RFQ response:

Telephone **013 656 4254**

Email **Matete.Madisha@transnet.net**

**6 Tax Clearance**

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

**7 VAT Registration**

The valid VAT registration number must be stated here: \_\_\_\_\_ *[if applicable].*

## **8 Legal Compliance**

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

## **9 Changes to Quotations**

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

## **10 Pricing**

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

## **11 Prices Subject to Confirmation**

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

## **12 Negotiations**

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

## **13 Binding Offer**

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

## **14 Disclaimers**

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

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

Transnet reserves the right to lower the threshold for Technical by **60%** [sixty percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of

the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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

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

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

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

## 15 Evaluation Criteria

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

- **Administrative responsiveness (Phase 1)** - Completeness of response and returnable documents
- **Substantive responsiveness (Phase 2)** – Prequalification criteria, if any, must be met
- **Technical threshold of 60 % (Phase 2):** Compliance to specification / quality, previous performance, delivery lead-time

**Weighted evaluation based on 80/20 preference point system (Phase 3)**

**The evaluation will have a 3 Phases approach.**

**Phase 1 will be an Administrative Responsiveness determining phase to proceed to phase 2 and those that comply, will progress to be competitively evaluated in phase 3.**

Minimum criteria for progressing from phase 1 to phase 2 is detailed below: (Transnet will apply the following criteria; not necessarily in this order, phase 1 of the evaluation)

### PHASE 2 – FUNCTIONAL EVALUATION

- **Clause by clause Compliance to Specification to [10].**
- **Delivery Period (10)**
- **Submitted Risk and Safety Plan to the Project [20].**
- **Technical capacity/resources including plant and equipment [60]**

### PHASE 3

The bidders that have successfully progressed through to Phase 3 will be evaluated in accordance with the **80/20 preference point system** contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2011)

**Weighted evaluation based on 80/20 preference point system:**

#### Pricing

- Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.
- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical

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

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

$$PS = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

$Ps$  = Score for the Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $P_{min}$  = Price of lowest acceptable Bid

- B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Description	Total
Price	90
BBBEE	10
<b>Total</b>	<b>100</b>

## 16 Validity Period

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

**This RFQ is valid until 16 March 2014.**



## 17 Banking Details

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

## 18 Company Registration

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

## 19 Disclosure of Prices Quoted

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

YES ☐ NO ☐

## 20 Returnable Documents

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE ..... : Technical Submission/Questionnaire	

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : General Bid Conditions – Services	
SECTION 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT	
SECTION 10 : RFQ Declaration Form	
SECTION 11 : Breach of Law	
SECTION 12 : Bid Clarification Request Form	
SECTION 13 : Service Provider Code of Conduct	
SECTION 14 : Certificate of attendance of Site Meeting / RFQ Briefing	

Returnable Documents	Submitted [Yes or No]
SECTION 15 : NON-DISCLOSURE AGREEMENT [NDA]	
SECTION 17 : E4B – Minimum Communal Health Requirements	
SECTION 18 : E4E – Safety arrangements and Procedural compliance	
SECTION 19 : BBD8210 Version 1 – E7/1 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment	
SECTION 20: SCHEDULE OF PLANT AND EQUIPMENT	
Risk and safety plan	
List of plant and methods of operation to be used	

Failure to provide all the above-referenced returnable documents listed will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

#### 20.1 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

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## Section 2

### QUOTATION FORM

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

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

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

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

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

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

## 1 REFERENCES

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

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

## 2 SCOPE OF REQUIREMENTS

### Specifications

This specification calls for the 252m fencing of the Transnet Freight Rail Ngodwana station in Emakhazeni, using concrete palisade fence. The work covers supply, erecting and fixing of 252m concrete palisade fencing at the station and clearing the site on completion of the works, hereinafter referred to as the "WORKS", and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract

### TECHNICAL SPECIFICATION

#### CIVIL WORKS

#### PREPARATIONS AND FENCING WITH CONCRETE PALISADES AT NGODWANA STATION.

##### SITE CLEARENCE

Clear the site where the fencing will be erected to a width of 0.75m on both sides from the centre line of the project by removing grass and all rubbles.

##### EXCAVATIONS

Excavate 500mm x 500mm x 800mm deep foundation for posts and level and compact in-situ by hand temper. Excavated material shall be spoiled 0.5m away from the excavations for reuse in backfilling of the foundations.

##### ERECTING OF FENCE

###### CONCRETE PALISADE FENCE

Erect concrete palisade fence 2.4m high

Posts: 3.0m x 195mm x 125mm tapered to 100mm.

Pales: 2370mm x 64mm x 115mm tapered to 100mm.

Rails (9-Pales/section): 1980mm x 80mm x 150mm with 9 x 10mm holes for 8mm carriage bolts. Concrete for posts shall be 500mm x 500mm x 800mm deep --- See Specification for Concrete Palisade Fence.

###### SLIDING GATE:

Make and fit sliding gate complete with heavy duty locking mechanism and discuss padlocks.

Gate size 3/ 4.0m wide x 2.40m high: Rectangular tubing 100mm x 50mm x 3mm with 2 x 100mm diameter. Steel wheels. Intermediate uprights shall be 50mm x 25mm x 3.2mm.

Wash all iron with degreasing fluid, rinse well and paint:

One coat Dulux NS4 Primer (Red)

One coat Dulux Universal Undercoat (White)

Two coats Dulux Pearglo Lockness 3L 1-5

###### SLIDING GATE RUNNER:

Supply and deliver on site 50mm x 50mm x 8mm angle iron runner and weld onto an I-Beam 150mm x 50mm x 6mm encased in concrete as per attached sketch.

Concrete mix (30 MPA, 1:2:3) 300x400mm deep i.e. 1 part cement, 2 part river sand with 3 parts 19mm concrete stones

SMALL GATE 1,2M WIDE AND 2,4M HIGH HANG ON HINGES, USED THE SAME MATERIAL AS THE SLIDING GATE.

Wash all iron with Degreasing fluid, rinse well and paint:

One coat Dulux NS4 Primer (Red)

One coat Dulux Universal White Undercoat.

Two coats Dulux PearlGlo Lockness Code 3L 1-5

CLEAR SITE ON COMPLETION OF WORK

**NAME OF THE COMPANY**-----

#### **Part A: Health and safety Plan**

##### **1.19.1 SHE Management Structure**

1.19.1.5. Health and Safety Representative (Section 17 of OHS Act).

##### **1.19.4 Education and Training**

1.19.4.1. Induction training (Construction Regulation 7(9))

1.19.4.2. Site Specific Training.

##### **1.19.6 Health and Safety Communications**

1.19.6.1 Safety/Toolbox talks.

1.19.6.2 Incident Recall.

##### **1.19.7. Safe Working Procedures and Methods**

1.19.7.1 Method Statements.

1.19.7.2 Safe Operating Procedures.

1.20.7.3 Task/Job observations.

##### **1.19.8. Personal Protective Equipment and Clothing**

1.19.8.1 PPE required after all other controls have been considered.

1.19.8.2 PPE proof of issue.

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

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

1. Control of Dust.
2. Soil Contamination.

#### **Minimum plant and equipment required**

1. TLB
2. Concrete mixer
3. LDV
4. Welding machine
5. Angle grinder
6. Steel cut off machine
7. Spades
8. Picks
9. Gwalas

## **PRELIMINARY AND GENERAL**

### **STANDARDISED SPECIFICATIONS**

The COLTO (Committee of Land Transport Officials) and SABS standardised specifications listed in the schedule of standardised specifications shall apply in so far as they are not in conflict with Transnet specifications listed in the Schedule of Documents.

### **TECHNICAL SPECIFICATIONS**

The standards specifications on which this contract is based are SABS Standardized Specifications for Civil Engineering Construction, SABS 1200. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

13.1	SABS 1200 AH	General
13.3	SABS 1200C	Site Clearance
13.4	SABS 1372	Prefabricated concrete components for fences

### **LATEST EDITION OF SPECIFICATIONS / STANDARDS**

All specifications/standards referred to in the contract documents but not bound therein shall be the latest edition or revision published at least 3 months before the closing date for receipt of tenders.

### **SCHEDULE OF QUANTITIES**

The quantities in the Schedule of Quantities are estimated and may be more or less than stated. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in ink) for the WORKS. All work covered by the schedule including work resulting from modifications or alterations to drawings, shall be measured and paid for according to the completed schedule.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item as such rates will be considered when awarding the contract.

### **CUSTOMS REGULATIONS AND ASSOCIATED CHARGES**

The WORKS are sited within a Customs Controlled Area. The Contractor and his staff shall observe all Customs Regulations within the Depot area.

The Contractor shall allow in his tendered rates for all customs and excise duties payable.

### **MATERIAL TO BE SUPPLIED BY TRANSNET**

**No material will be supplied by Transnet.**

### **SITE ARRANGEMENTS**



### **Access to site**

From Pretoria: Take N4 National Route to Nelspruit and drive towards Nelspruit. Check a board on the left hand side of the road (N4) showing Ngodwana station  $\pm 60$ km from Waterval Boven and drive follow gravel road to the station.

From Nelspruit, Town: Take N4 National Route to Pretoria/Emalahleni. Check a board the right hand side of the road (N4) showing Ngodwana station and drive follow gravel road to the station.

### **Construction Site**

*A work site will be made available to the contractor for the duration of the contract free of charge for establishing such offices, stores, etc. as may be required and will be pointed out at the Site Inspection. All site preparation done by the Contractor shall be to his account.*

*The Contractor shall maintain the work site in a neat and tidy condition to the satisfaction of the Technical Officer and fence the work site with a suitable security fence. The existing security arrangements in the Port will not provide any security for the duration of this contract and the Contractor shall make his own arrangements for the safekeeping of his property.*

### **Entrance Security Permits**

The Contractor shall take out temporary entry permits for all staff working within the Transnet security control areas. All costs incurred shall be borne by the Contractor or his staff and shall be included in the tendered rates.

### **Damage to Existing Structures**

The Contractor shall be held responsible for any damage to existing infrastructure, fair wear and tear excepted, and shall repair it to the satisfaction of the Technical Officer on conclusion of the WORKS. For this purpose a joint inspection with the Technical Officer will be carried out prior to occupation and any existing damage noted.

### **Communication with Transnet Authority**

All correspondence / applications / notices with the Transnet Authorities shall be directed through the Technical Officer.

### **Safety Induction**

The contractor shall arrange that his staff attend the Transnet Safety Induction Course. The duration will be a maximum of 4 hours and no charge will be levied by Transnet. The contractor shall not be entitled to claim for loss of production whilst staff or employees are attending the course.

The contractor shall submit or produce Technical Safety file with all required documents to a Safety Technical Officer appointed by Transnet.

### **FACILITIES FOR THE TECHNICAL OFFICER**

The Contractor needs to supply no facilities for the Technical Officer or his deputies for the duration of the contract.

### **CLEARING OF SITE ON COMPLETION OF WORKS**

Further to sub clause 21.3 of the E5 – General Conditions of Contract, the Contractor shall, within one month of the date of acceptance of all contract work, completely remove from site all his plant, materials, stores and temporary accommodation or any other asset belonging to him and leave the site in a tidy condition to the satisfaction of the Technical Officer. No excess or discarded materials, plant or stores may be buried or dumped within the Transnet boundary.

#### **WORKING OF THE DEPOT**

The fullest collaboration between the Contractor, Depot Manager, Depot Operations Manager and the Technical Officer is essential with regard to the working of the Transnet Depot. The commercial activities take priority over the construction activities. The Contractor shall remove any equipment, outside his allocated construction site, that obstructs commercial Vehicle operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be payable.

Tenderers are advised that, during the currency of this contract, staff of Transnet and others will also be working in the area. The Contractor shall conduct his operations and re-arrange his programme of works if instructed by Technical Officer so as not to impede or restrict the operations of others.

#### **21 GENERAL INFORMATION**

- 21.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 21.2 The Service Provider(s) must provide the information requested and comply with the requirements stated in this RFQ.

## CLEANING OF RAILWAY LEVEL CROSSING

### PROJECT SPECIFICATION

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## CLEANING OF RAILWAY LEVEL CROSSINGS

### PROJECT SPECIFICATION

#### 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.

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 colourant 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.

## 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).
- k) The Occupational Health and Safety Act (Act 85 of 1993)
- j) The National Veld and Forest Fire Act (Act101 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.**PCO Certificate must be submitted with the tenders .**

## 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.

- 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.

## **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 The 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.**

## **13. STANDARDS OF 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.
- 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 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 -

$$(1 - x) \left( 0.20 \frac{Lt}{Lo} + 0.05 \frac{Pt}{Po} + 0.70 \frac{Mt}{Mo} + 0.05 \frac{Dt}{Do} - 1 \right)$$

where **x = 0,15**  
and

*Lo, Po, Mo* and *Do* are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

*Lt, Pt, Mt* and *Dt* 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.

- *Lo* and *Lt* shall be the labour indices for Metropolitan Areas (P0141.1 Table 21).
- *Po* and *Pt* 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).

*Mo* and *Mt* shall be the price indices of Chemical and Chemical herbicides used in table 10 of the PO142.1 item 2.11 Basic Chemicals  
*Do* and *Dt* shall be the price indices of "Diesel Oil - Witwatersrand" (PO142.1 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.

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 (see clause 22 of Transnet 287 General Conditions) will not be deducted.

### Price Schedule

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

**REFER TO ATTACHED ANNEXURE A – PRICE SCHEDULE**

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

Notes to Pricing:

- c) All Prices must be quoted in South African Rand, exclusive of VAT
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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

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

## 22 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent (**the Service Provider**) 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 RFQ, and shall thereby adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Service Provider, 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 Service Provider 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 organisation.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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## 23 SERVICE LEVELS

- 23.1 An experienced national account representative(s) is required 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.
- 23.2 Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.
- 23.4 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 23.5 The Service Provider guarantees that it will achieve a 95% service level on the following measures. If the Service Provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
- a) .....
  - b) .....
  - c) on time deliverables
- 23.6 Service Provider must provide a telephone number for customer service calls.
- 23.7 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider.

**Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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## **24 RISK**

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

### **24.1 Quality of Services required:**

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### **24.2 Continuity of Services** *[refer clause 6.9 of Form ST&C]:*

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### **24.3 Compliance with the Occupational Health and Safety Act, 85 of 1993** *[refer clause 8.1(f) of Form ST&C]:*

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### **24.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002** *[refer paragraph 0 above]:*

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### Section 3

#### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

#### 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods [the Goods] or services [the Services] specified in the Order from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

#### 3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

#### 4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## **5 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

## **6 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **7 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.



## **8 TERMINATION OF ORDER**

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

## **9 ACCESS**

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## **10 WARRANTY**

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## **11 INSOLVENCY**

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty



to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

## **12 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

## **13 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

## **14 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

## **15 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **16 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**By signing this RFQ document, 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 SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.**

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

.....  
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

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

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

REGISTERED NAME OF COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Respondent's contact person:** *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to TIP-OFFS ANONYMOUS : 0800 003 056**

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

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

**Section 4**  
**VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details  
[with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

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

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

## Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [v]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name		Branch & Branch code				
Account holder		Bank account number				
Postal address				Code		
Physical Address				Code		
Contact person						
Designation						
Telephone						
Email						
Annual turnover range [last financial year]		< R5 m		R5 - 35 m		> R35 m
Does your company provide		Products		Services		Both
Area of delivery		National		Provincial		Local
Is your company a public or private entity		Public		Private		
Does your company have a Tax Directive or IRP30 Certificate		Yes		No		
Main product or services [e.g. Stationery/Consulting]						

*Complete B-BBEE Ownership Details:*

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate		Yes		No	
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ		Permanent		Part time	

*If you are an existing Vendor with Transnet please complete the following:*

Respondent's Signature

Date & Company Stamp

Transnet contact person	
Contact number	
Transnet Operating Division	

*Duly authorised to sign for and on behalf of Company / Organisation:*

Name		Designation	
Signature		Date	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

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

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 Quotations and/or Agreements for the supply of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

**RFQ FOR CONTROL OF VEGETATION AT LEVEL CROSSINGS FOR 24 MONTHS, CONTROLLED BY THE DEPOT ENGINEER, WITBANK**

**Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

NAME OF ENTITY:

---

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 SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet SOC Ltd shall recognise 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 \_\_\_\_\_ 2012

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFQ FOR CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF  
DEPOT ENGINEER, NELSRUIT**

**Section 8: GENERAL BID CONDITIONS - SERVICES**

**Refer General Bid Conditions attached hereto**

"PREVIEW COPY ONLY"

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Respondent's Signature

---

Date & Company Stamp



**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT  
ENGINEER, NELSRUIT**

**Section 9: STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET**

**Refer Form ST&C attached hereto.**

**Respondents should note the obligations as set out in  
clause 20 [Terms and Conditions of Bid]  
of the General Bid Conditions [RFQ Section 3] which reads as follows:**

*"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be."*

**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT  
ENGINEER, NELSRUIT**

**Section 10: RFQ DECLARATION FORM**

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.

*If such a relationship exists, Respondent is to complete the following section:*

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. *[Refer "Important Notice to Respondents" overleaf].*
8. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

***IMPORTANT NOTICE TO RESPONDENTS***

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5, 000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT ENGINEER, NELSRUIT**

**Section 11: BREACH OF LAW**

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

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

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

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

NATURE OF BREACH:

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

DATE OF BREACH: \_\_\_\_\_

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

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT ENGINEER, NELSRUIT**

"PREVIEW COPY ONLY"

---

Respondent's Signature

---


Date & Company Stamp

**Section 12: BID CLARIFICATION REQUEST FORM**

RFQ No:

RFQ deadline for questions / bid clarifications: **Before 12:00 3 days prior to closing date**

TO: Transnet SOC Ltd  
ATTENTION: The Secretary, Transnet Acquisition Council [TAC]  
EMAIL: [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

RFQ Bid Clarification No *[to be inserted by Transnet]* 

**REQUEST FOR BID CLARIFICATION**

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

## **CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT ENGINEER, NELSRUITSTATION**

### **Section 13: SERVICE PROVIDER CODE OF CONDUCT**

Transnet aims to achieve the best value for money when buying or selling Services and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any Service Provider dealing with Transnet must understand and support. These are:

The Transnet Procurement Procedures Manual [**PPM**];

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;

The Public Finance Management Act [**PFMA**];

The Broad Based Black Economic Empowerment Act [**B-BBEE**]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFQ to formally apprise prospective Transnet Service Providers of Transnet's expectations regarding behaviour and conduct of its Service Providers.

#### **Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices**

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [SOC], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

- 1. Transnet will not participate in corrupt practices and therefore expects its Service Providers to act in a similar manner.*

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Service Providers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- gain an improper advantage.

There may be times when a Service Provider is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Service Providers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].



2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*

Service Providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.

Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

3. *Transnet's relationship with Service Providers requires us to clearly define requirements, exchange information and share mutual benefits.*

Generally, Service Providers have their own business standards and regulations. Although Transnet cannot control the actions of our Service Providers, we will not tolerate any illegal activities. These include, but are not limited to:

- misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- corrupt activities listed above; and
- harassment, intimidation or other aggressive actions towards Transnet employees.

Service Providers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Service Provider is expected to participate in an honest and straight forward manner.

Service Providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

**Conflicts of Interest**

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet.

Doing business with family members

Having a financial interest in another company in our industry

**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT  
ENGINEER, NELSRUITSTATION**

**Section 14: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING**

It is hereby certified that –

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

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

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

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of  
this RFQ on \_\_\_\_\_ 2012

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

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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

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

**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT  
ENGINEER, NELSRUIT**

**Section 15: NON-DISCLOSURE AGREEMENT [NDA]**

**Complete and sign the Non-Disclosure Agreement attached hereto**

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

## **Section 17: E4B – MINIMUM COMMUNAL HEALTH REQUIREMENTS**

### **MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL**

#### **1. CAMPS**

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his Quotations as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

#### **2. HOUSING**

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3,5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.

2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least **1m** above ground level.

2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.

2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. **WATER SUPPLY AND ABLUTION FACILITIES**

3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.

3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.

3.3 Waste water shall be hygienically disposed of.

4. **SANITATION**

4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.

4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.

4.4 Labour shall be employed on camp sanitation duties on the following basis:-

4.4.1 Where the number of persons living at the camp is 20 or less - one unit.

4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.

4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.

- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

5. **RATIONS**

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

"PREVIEW COPY ONLY"

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

**Section 18: E4E – SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

**1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"Contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

### **3. Procedural Compliance**

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
  - (b) includes the use of explosives to perform construction work; or
  - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
  - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies



and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

#### **4. Special Permits**

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

#### **5. Health and Safety Programme**

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4.1 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract.  
The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
  - (d) the training of employees working from elevated positions; and
  - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

**8. Health and Safety File**

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

"PREVIEW COPY ONLY"

**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

- 
- 
1. (a) Name and postal address of principal contractor:  
\_\_\_\_\_  
(b) Name and tel. no of principal contractor's contact person:  
\_\_\_\_\_
  2. Principal contractor's compensation registration number: \_\_\_\_\_
  3. (a) Name and postal address of client:  
\_\_\_\_\_  
(b) Name and tel no of client's contact person or agent:  
\_\_\_\_\_
  4. (a) Name and postal address of designer(s) for the project:  
\_\_\_\_\_  
(b) Name and tel. no of designer(s) contact person:  
\_\_\_\_\_
  5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).  
\_\_\_\_\_
  6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). \_\_\_\_\_
  7. Exact physical address of the construction site or site office:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  8. Nature of the construction work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_
10. Expected completion date: \_\_\_\_\_
11. Estimated maximum number of persons on the construction site: \_\_\_\_\_
12. Planned number of contractors on the construction site accountable to the principle contractor:  
\_\_\_\_\_
13. Name(s) of contractors already chosen.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.2 Principal Contractor

\_\_\_\_\_  
Date

2.3 Client

\_\_\_\_\_  
Date

\* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

\* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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

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

**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of

\_\_\_\_\_, I, \_\_\_\_\_  
representing the Employer) do hereby appoint

As the Competent Person on the  
premises at

\_\_\_\_\_  
(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

\_\_\_\_\_

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

**ACCEPTANCE OF DESIGNATION**

*do hereby accept this Designation and  
acknowledge that I*

\_\_\_\_\_  
*understand the requirements of this appointment.*

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**DECLARATION**

In terms of the above Act I,

am personally assuming  
the duties

and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

***Signature :-*** \_\_\_\_\_

***Date :*** \_\_\_\_\_



**ANNEXURE 4**

**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)**

**SITE ACCESS CERTIFICATE**

Access to : \_\_\_\_\_ (Area)

Name of Contractor/Builder :-

Contract/Order No.:

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with

(company) \_\_\_\_\_

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

**Signed :** \_\_\_\_\_

**Date :** \_\_\_\_\_

**TECHNICAL OFFICER**

**ACKNOWLEDGEMENT OF RECEIPT**

**Name** \_\_\_\_\_ **of** \_\_\_\_\_  
**Contractor/Builder :-** \_\_\_\_\_

*do hereby acknowledge and accept  
the duties*

*and obligations in respect of the Safety of the site/area of Work in terms of the Occupational  
Health and Safety Act; Act 85 of 1993.*

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Date :** \_\_\_\_\_

**Section 19: BBD8210 VERSION 1 – E7/1 – SPECIFICATION TO GENERAL WORK AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT**

Refer to attached form hereto

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**Section: 20 - SCHEDULE OF PLANT AND EQUIPMENT**

**RFQ NUMBER ERAC-NPG-12174**

**CONTROL OF VEGETATION AT LEVEL CROSSING UNDER THE CONTROL OF DEPOT ENGINEER, NELSRUIT**

**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:**

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

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

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ANNEXURE A - LINE - HOEDSPRUIT - PHALA BORWA

LINE CODE 45	STATION	LOCATION KM	MIPOLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SPORNET CROSSING	CONTRACTOR AREA/SQ M	INTRAQ AREA/SQ M	RATE PER LEVEL CROSSING	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
HOEDSPRUIT	0.000	0.170	0/17	1	1		4840	0.484					to Line Camp /SINGLE LINE
	9.242	9/10	9/10	1	1		4840	0.484					Across Air Force Siding/SI
	7.354	7/15	7/15	1	1		4840	0.484					SINGLE LINE
	14.100	14/5	14/5	1	1		4840	0.484					SINGLE LINE
BRAKSPRUITBRUG	17.070	17/15	17/15	1	1		4840	0.484					at Reserve Gate /SINGLE
	18.646	18/15	18/15	1	1		4840	0.484					SINGLE LINE
	20.706	20/17	20/17	1	1		4840	0.484					SINGLE LINE
	22.919	22/19	22/19	1	1		4840	0.484					SINGLE LINE
	25.059	25/2	25/2	1	1		4840	0.484					SINGLE LINE
	26.287	26/6	26/6	1	1		4840	0.484					SINGLE LINE
PALMLOOP	28.770	28/19	28/19	1	1		5240	0.524					DOUBLE LINE
	30.255	30/6	30/6	1	1		4840	0.484					SINGLE LINE
	31.157	31/3	31/3	1	1		4840	0.484					SINGLE LINE
	31.831	31/24	31/24	1	1		4840	0.484					SINGLE LINE
	32.210	32/4	32/4	1	1		4840	0.484					SINGLE LINE
	37.000	37/5	37/5	1	1		4840	0.484					SINGLE LINE
	37.782	44/4	44/4	1	1		4840	0.484					SINGLE LINE
PHALABORWA	48.207	48/20	48/20	1	1		4840	0.484					SINGLE LINE
END OF LINE	49.800			2	14	2	87520	8.752					In Station/Good's Shed /SI
TOTAL													TOTAL

SECTION -  
- HOEDSPRUIT TO PHALABORWA  
(0.00km TO 49.80km)  
CUT VEGETATION AT ROAD LEVEL CROSSINGS

DESCRIPTION	NO OF L- CROSSING	AREA SQ M	AREA WORKLOT	RATE PER CROSSING	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
AREA TO BE CUT	18	87520	291.733					
				SUBTOTAL				
				+14% VAT				
				TOTAL				

# ANNEXURE A - KAAPMUIDEN TO BARBERTON

STATION	LOCATION	MP/POLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SPORNET CONTRACT	CONTRACT AREA (ha)	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
KAAPMUIDEN	0.000	N/A								
	1.400	N/A		1		4840				SINGLE LINE
	4.500	N/A	1			4840				ROAD NO 1738/SINGLE LINE
GREENSTONE	4.800	N/A								
	6.250	N/A	1			4840				ROAD NO 2344/SINGLE LINE
TONETTI	6.500	N/A								
	6.760	N/A	1			4840				ROAD NO 2344/SINGLE LINE
	8.170	N/A		1		4840				SINGLE LINE
REVOLVER CRK	12.820	N/A	1			4840				ROAD NO 2344/SINGLE LINE
	11.020	N/A								
	11.980	N/A		1		4840				SINGLE LINE
	13.150	N/A								
	13.990	N/A				4840				SINGLE LINE
LOW'S CREEK	14.250	N/A								
	15.460	N/A		1		5240				DOUBLE LINE
	15.700	N/A		1		4840				SINGLE LINE
	17.500	N/A				4840				SINGLE LINE
	19.310	N/A	1			4840				ROAD NO 927/SINGLE LINE
HONEYBIRD	19.350	N/A								
	23.010	N/A		1		4840				SINGLE LINE
SUGDEN	23.700	N/A								
	25.740	N/A		1		4840				SINGLE LINE
EUREKA	26.360	N/A								ROAD NO 1993
	26.510	N/A	1			4840				SINGLE LINE
SHEBA	26.460	N/A								
	29.470	N/A		1		4840				SINGLE LINE
	30.700	N/A		1		4840				SINGLE LINE
	32.440	N/A		1		4840				SINGLE LINE
JOE'S LUCK	34.210	N/A								
	34.560	N/A		1		4840				SINGLE LINE
	36.940	N/A		1		4840				SINGLE LINE
	37.340	N/A		1		4840				SINGLE LINE
NOORDKAAP	40.310	N/A								
	40.520	N/A	1			4840				ROAD NO P10-2/SINGLE LINE
	42.580	N/A		1		4840				SINGLE LINE
GLUTHA	43.280	N/A								
	44.580	N/A	1			4840				ROAD NO P10-2/SINGLE LINE
CALEDONIAN	45.420	N/A								
	45.590	N/A	1			4840				ROAD NO 2353/SINGLE LINE
	46.110	N/A		1		4640				SINGLE LINE
	47.520	N/A		1		4840				SINGLE LINE
	49.240	N/A		1		4640				SINGLE LINE
	50.840	N/A		1		4640				SINGLE LINE
	52.040	N/A		1		4840				SINGLE LINE
	52.660	N/A	1			5240				IN LOADING SDING/DOUBLE
BARBERTON N	52.860	N/A								
	53.600									
	54.590									
BARBERTON	55.600	N/A								
TOTAL			10	21	0	150840				TOTAL

## SECTION - KAAPMUIDEN TO BARBERTON

(0.00km TO 55.95km)

## SUMMARY - CUT VEGETATION AT ROAD LEVEL CROSSINGS

DESCRIPTION	NO OF L CROSSINGS	AREA SQ M	AREA WORKLOT	RATE PER CROSSING	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
AREA TO BE CUT	31	150840	502.800					
				SUBTOTAL				
				+18% VAT				
				TOTAL				

ANNEXURE A - KAAPMUUDEN TO KOMATIPOORT

STATION	LOCATION KM	IMPOLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SPOORNET CROSSING	CONTRACT AREA/SQR AREA(ha)	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
KAAPMUUDEN	148.380	148/18		1		6940				DOUBLE LINE
	149.880	149/18		1		6940				DOUBLE LINE
	151.271	151/6		1		6940				DOUBLE LINE
	153.730	153/10		1		6940				DOUBLE LINE
ROCKVALE	154.340	154/10								
ALTHORPE	157.650	157/10								
MAGNESITE	160.940	160/10								
	163.764	163/13		1		6940				DOUBLE LINE
MALELANE	165.750	165/10								
	167.490	167/10								
	173.880	173/18		1		6940				DOUBLE LINE
	175.810	175/19		1		6940				DOUBLE LINE
IMPALA	178.280	178/20								
	179.910	179/20		1		6940				SINGLE LINE
	182.281	182/5		1		6440				SINGLE LINE
	182.310									
	186.200	186/13				6940				TO PRIV SIDINGS/DOUBLE
HECTORSPRUIT	186.430									
DROGLAND	182.600									
OORSPRONG	197.020									
TENBOSCH	202.090									
	209.500	209/11		1		6940				DOUBLE LINE
KOORSBOOM	209.628									
	214.724	214/13		1		6940				DOUBLE LINE
KOMATIPOORT	216.270		1	9	1	75840				TOTAL

SECTION - KAAPMUUDEN TO KOMATIPOORT  
(148.38km TO 216.27km)  
SUMMARY- CUT VEGETATION AT ROAD LEVEL CROSSINGS

DESCRIPTION	NO OF L- CROSSINGS	AREA SQR M	AREA WORKLOT/CROSSING	RATE PER CROSSING	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS
AREA TO BE CUT	11	75840	252.800				
					SUBTOTAL		
					+14% VAT		
					TOTAL		



ANNEXURE A - GOEDGELUK TO NELSPRUIT

STATION	LOCATION KM	MIPOLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SPORNE CROSSING	CONTRACT REAR/ha	CONTRACT FRONT/ha	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
GOEDGELUK	5,270	7/20									
	7,780	7/21									
WATERVAL BOVEN ONDERVALLE	10,173										
	12,440										
	18,660										
	22,760										
	24,610										
WATERVAL ONDER	25,270	24/24	1								
	26,607										
	28,170										
	30,550										
SYCAMORE	33,010										
	33,260										
	33,730										
HEYSFORD	37,070										
	37,800										
	38,590										
	40,960										
AIRLIE	41,320										
	42,060										
	43,650										
	46,150										
	47,650										
HEMLOCK	48,360										
	48,530										
	51,450										
	51,860										
	52,870										
	54,986										
NGODWANA	55,750										
	56,140										
	60,310										
	61,970										
CITRIDIORA	64,110										
	64,480										
	67,440										
ELANDSHOEK	68,800										
	70,610										
	73,750										
RECEPTION	74,550										
	75,550										
	77,920										
	77,980										
	78,420										
RIVULETS	80,140										
	80,470										
	83,190										
	83,230										
SCHAGEN	85,720										
	86,100										
	87,470										
	88,340										
	89,420										
ALKMAAR	90,640										
	90,410										
	92,050										
	93,190										
	94,000										
	94,910										
	95,550										



BROHAM	96.520	97/1	1	6940	0.694	DOUBLE LINE
	97.060	98/2	1	6440	0.644	ROAD NO 2125 SINGLE
CAIRN	98.086					
	98.710					
WESTAFFIN	102.700					
MATAFFIN	103.900					
NLP JUNCTION	107.385					
NELSPRUIT	108.366					
TOTAL		13	28	312180	31.218	TOTAL

SECTION - GOEDGELUK TO NELSPRUIT  
(6.34KM TO 108.36KM)  
SUMMARY - CUT VEGETATION AT ROAD LEVEL CROSSINGS

DESCRIPTION	NO OF L- CROSSINGS	AREA SQ M	AREA WORKLOT	RATE PER CROSSING	COST TOTAL	REMARKS
AREA TO BE CUT	47	312180	534.400			

SUB TOTAL	
+16% VAT	
TOTAL	

# ANNEXURE A - NELSPRUIT TO KAAPMUIDEN

STATION	LOCATION KM	MIPOLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SPOORNE CROSSING	CONTRACT AREA(SQR)	CONTRACT AREA(ha)	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
NELSPRUIT	108.360									
	108.361		1			4840	0.484			Munp Service line/Greens waste/S
	108.362		1			4840	0.484			Munp Service line/SPCA/SINGLE
	108.363		1			4840	0.484			Munp Service line/Emporium bakery/S
MAYFERN	112.150	112/ 2			1	6440	0.644			SINGLE LINE
	115.530									
	115.550									
	117.830	117/ 15		1		6440	0.644			SINGLE LINE
KARINO	119.550	119/ 10		1		6440	0.644			SINGLE LINE
	121.410	121/ 8		1		6440	0.644			SINGLE LINE
	122.460									
	125.780	125/ 18		1		6440	0.644			SINGLE LINE
ROKODILPOOR	127.840	127/ 14		1		6440	0.644			SINGLE LINE
	128.230	128/ 4		1		6440	0.644			SINGLE LINE
	128.570	128/ 12		1		6440	0.644			SINGLE LINE
	129.470									
GRANIETPOORT	129.850	129/ 17		1		6940	0.694			DOUBLE LINE
	133.640									
	139.680									
	144.660	144/ 13		1		6440	0.644			SINGLE LINE
BOULDERS	145.318	145/ 9		1		6940	0.694			DOUBLE LINE
	145.640									
	147.450									
	148.380									
TOTAL			3	10	1	86360	8.636			TOTAL

## SECTION - NELSPRUIT TO KAAPMUIDEN (108.36km TO 148.38km) CUT VEGETATION AT ROAD LEVEL CROSSINGS

DESCRIPTION	NO OF L- CROSSING	AREA SQR M	AREA WORKLOT	RATE PER CROSSING	TOTAL	REMARKS
AREA TO BE CUT	14	86360	287.867			
SUBTOTAL						
+14% VAT						
TOTAL						

ANNEXURE A - NELSPRUIT TO GRASKOP

STATION	LOCATION KM	TRIPLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SPOORNET CROSSING	CONTRACT AREA(SQ M)	CONTRACT AREA(SQ M)	RATE PER LEVEL CROSSING	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
NELSPRUIT	8,999	N/A				4840	0,484					SINGLE LINE
	2,240	N/A		1		4840	0,484					SINGLE LINE
	4,040	N/A		1		4840	0,484					SINGLE LINE
CITRUS	5,870	N/A	1			4840	0,484					SINGLE LINE
	8,290	N/A										
	11,770	N/A										
	13,130	N/A	1			4840	0,484					ROAD NO 17133/MALE
	11,390	N/A										
VLAARDING	11,840	N/A										
	12,750	N/A										
	13,753	N/A										
	15,530	N/A										
	18,560	N/A										
	21,520	N/A										
ROOPLUIS	22,620	N/A										
BRONIAL	26,290	N/A										
	27,600	N/A										
	29,920	N/A										
	31,500	N/A										
SETHORPE	33,300	N/A										
	33,720	N/A										
	35,120	N/A										
	35,160	N/A										
	37,351	N/A										
	38,310	N/A										
	39,835	N/A										
ROSELAUGH	40,880	N/A										
	42,165	N/A										
	44,380	N/A										
BROOKLANDS	45,270	N/A										
	46,360	N/A										
	46,550	N/A										
	46,970	N/A										
LANSBROOKE	47,660	N/A										
	48,350	N/A										
	48,430	N/A										
	51,160	N/A										
	51,770	N/A										
	55,740	N/A										
MAGGHELOH	56,370	N/A										
	57,357	N/A										
	58,420	N/A										
NENDORRAL	61,840	N/A										
	61,890	N/A										
	63,690	N/A										
	64,890	N/A										
	69,070	N/A										
	72,561	N/A										
	74,635	N/A										
PYMBOS	74,990	N/A										
MALEVELD	80,970	N/A										
	84,732	N/A										
	85,315	N/A										
	90,290	N/A										
	93,850	N/A										
SABIE	99,640	N/A										
	91,730	N/A										
	93,600	N/A										
	96,200	N/A										
	94,520	N/A										
KLEIN SABIE	97,570	N/A										
WERF	98,560	N/A										
	99,020	N/A										
	100,410	N/A										
	102,321	N/A										
	104,720	N/A										
	105,393	N/A										
	106,690	N/A										
	110,144	N/A										
	111,260	N/A										
	112,200	N/A										
MAC-MAC	112,340	N/A										
	112,795	N/A										
	115,875	N/A										
	116,901	N/A										
	119,160	N/A										





# ANNEXURE A - CIRTUS TO YAVERLAND

STATION	LOCATION KM	W/POLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SPOORNET CROSSING	CONTRACT AREA(SQR M)	CONTRACT AREA(ha)	RATE PER LEVEL CROSSING	TOTAL YEAR 1	TOTAL YEAR 1	TOTAL YEAR 2
CITRUS	5.880										
	8.090	N/A		1		4840	0.484				
	10.160	N/A		1		4840	0.484				
	11.330	N/A		1		4840	0.484				
	13.500	N/A		1		4840	0.484				
	14.170	N/A		1		4840	0.484				
	14.850	N/A		1		4840	0.484				
	15.330	N/A	1			4840	0.484				
ROCKYDRIFT	15.910										
	16.050	N/A		1		4840	0.484				
	19.900	N/A									
	20.500	N/A									
	20.995	N/A									
	21.180	N/A									
	21.480	N/A									
	22.840	N/A									
WITRIVIER	24.260	N/A									
	24.640	N/A									
	25.400										
	25.560	N/A									
	26.390	N/A									
	27.290	N/A									
	28.660	N/A									
	29.060	N/A									
YAVERLAND	30.320	N/A									
	30.540										
	30.950										
TOTAL			1	7	0	38720	3.872				

SECTION - CITRUS TO YAVERLAND (0.588km TO 30.54km)											
SUMMARY- CUT VEGETATION AT ROAD LEVEL CROSSINGS											
DESCRIPTION	NO OF L- CROSSINGS	AREA SQR M	AREA WORKLOT	RATE PER L/CROSSING	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS			
AREA TO BE CUT	8	38720	129.067								
				SUBTOTAL							
				+14% VAT							
				TOTAL							

ANNEXURE A - KAAPMUIDEN TO HOEDSPRUIT

STATION	LOCATION KM	MP/OLE NO	PUBLIC CROSSING	PRIVATE CROSSING	SP/POORNE CROSSING	CONTRACT AREA (ha)	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
KAAPMUIDEN	0,000			1		5940	0,694			TO PATOMA FACTORY/DOUBLE SINGLE LINE
	0,625	6/5			1	5940	0,644			TO SUBSTATION /SINGLE LINE
	5,320	13/1			1	5940	0,644			
LUPHISA	13,000									
GUTSHWA	16,650									
LEGOGOTE	25,198									
PHOMENI	32,720	32/5			1	5940	0,694			SINGLE LINE
	40,917									
NUMEN	41,140	41/3			1	5940	0,694			DOUBLE LINE
	47,790									
HAZYVIEW	56,250	56/5				5940	0,694			DOUBLE LINE
	62,980									
	63,700	63/13			1	5940	0,644			SINGLE LINE
	68/2									
	70,330	70/7			1	5940	0,644			SINGLE LINE
MKHURLU	70,990									
FAYNI	76,150									
IREAGH	85,511									
	89,840	89/13			1	5940	0,594			DOUBLE LINE
MATSHAYE	90,110									
	100,800	100/16			1	5940	0,694			DOUBLE LINE
	102/9									
	104,810	104/15			1	5940	0,644			DOUBLE LINE
ROLLE	105,040	105/3	1			5940	0,644			DOUBLE LINE
	109,740	109/16			1	5940	0,694			DOUBLE LINE
MBUMBA	113,190	113/3			1	5940	0,694			SINGLE LINE
	113,620									TO SUBSTATION /DOUBLE LINE
COTTONDALE	121,740	121/13			1	5940	0,644			SINGLE LINE
	122,430									
MASWING	123,120	123/2			1	5940	0,594			DOUBLE LINE
	125,000									
ACORHNOEK	125,350									
KLASERIE	131,360									
	139,850									
KAPAMA	143,040	143/1			1	5940	0,644			SINGLE LINE
	146,530									
	146,590	146/10			1	5940	0,644			SINGLE LINE
	150,300	150/5			1	5940	0,594			TO SUBSTATION /DOUBLE LINE
RADARSIG	151,350									
	152,030	152/1			1	5940	0,594			DOUBLE LINE
	155,030	155/3			1	5940	0,644			SINGLE LINE
	158,540	158/9			1	5940	0,644			SINGLE LINE
	160,950	160/20			1	5940	0,644			SINGLE LINE
	161,900	161/16			1	5940	0,594			DOUBLE LINE
HOEDSPRUIT	163,230									TO PETROL SIDING/SINGLE LINE
	163,280	A/3								
TOTAL			2	18	7	173440	15,362			TOTAL

SECTION - KAAPMUIDEN TO HOEDSPRUIT  
(0,00km TO 163,23km)

SUMMARY - CUT VEGETATION AT ROAD LEVEL CROSSINGS

DESCRIPTION	NO OF L- CROSSINGS	AREA SQ M	AREA WORKLOT	RATE PER CROSSING	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL FOR 2 YEARS	REMARKS
AREA TO BE CUT	27	173440	578,133					
				SUBTOTAL				
				+14% VAT				
				TOTAL				

SECTION -		KOMATIPOORT TO BORDER (SWAZILAND)					
SUMMARY-		(0,00km TO 61,86km)					
		CUT VEGETATION AT ROAD LEVEL CROSSINGS					
DESCRIPTION		NO OF L-CROSSINGS	AREA SQR M	AREA WORKLOT	RATE PER L/CROSSING	TOTAL YEAR 1	TOTAL YEAR 2
AREA TO BE CUT		1	4840	16.133			
					SUBTOTAL		
					+14% VAT		
					TOTAL		

SUMMARY OF PRICE SCHEDULE	
SECTION	TOTAL PRICE
SUB-TOTAL - HOEDSPRUIT - PHALA BORWA	
SUB-TOTAL - KAAPMUIDEN TO BARBERTON	
SUB-TOTAL - KAAPMUIDEN TO KOMATIPOORT	
SUB-TOTAL - GOEDGELUK TO NELSPRUIT	
SUB-TOTAL - NELSPRUIT TO KAAPMUIDEN	
SUB-TOTAL - NELSPRUIT TO GRASKOP	
SUB-TOTAL - CITRUS TO YAVERLAND	
SUB-TOTAL - KAAPMUIDEN TO HOEDSPRUIT	
SUB-TOTAL - KOMATIPOORT TO BORDER (SWAZILAND)	
TOTAL	
14% VAT	
GRAND TOTAL	

