



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No PTH/53378

DESCRIPTION: PROVISION OF VEGETATION CONTROL (SERVICE ROADS)

LOCATION: BETWEEN ROSMEAD AND SWARTKOPS STATIONS

ISSUE DATE: 03 FEBRUARY 2015

CLOSING DATE: 03 MARCH 2015

CLOSING TIME: 12:00



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Section 1
NOTICE TO BIDDERS

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

On or after 03 February 2015 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, 2nd Floor, Room 204, Fleming Street, Port Elizabeth.

Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom on telephone number 041 – 507 2720/21 or email: ronelle.blom@transnet.net or phumla.maldaka@transnet.net

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

A compulsory information briefing session and site visit will be conducted on 17 February 2015. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.

The compulsory information briefing session and site visit will start punctually at 10h00 and Respondents must please ensure that they arrive on time to prevent any delays. Also take note that the site visit will be conducted immediately after the briefing session for a period of +/- 4 hours and requires own transportation in the form of 4x4 or 2x4 vehicle due to the bad condition of the service roads.

Details of the compulsory information briefing session & site visit:

Date: 17 February 2015
Venue: Golden Valley near Cookhouse (Eastern Cape)
Time: 10h00

For directions to the briefing session and site visit, Mr. Theo Maree may be contacted on cell: 083 409 5529

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". **It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.**

METHOD: Post and/or courier

CLOSING VENUE:

Postal Address:

Transnet SOC Limited
 Secretariat of the Acquisition Council (ASO)
 PO Box 13213
 Humewood
 Port Elizabeth
 6013

Physical Address:

Transnet SOC Limited
 Secretariat of the Acquisition Council, (ASO)

Tender Box, 2nd Floor Foyer

FC Sturrock Building
 Fleming Street
 Port Elizabeth
 6001

NB: Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: PTH/53378
Description	: Vegetation Maintenance Service Roads
Closing date and time	: 03 March 2015 at 12h00
Closing address (refer to abovementioned options)	

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. The original signed RFQ will serve as the legal binding document and no copies will be accepted for evaluation purposes.

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

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

2.1 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 that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

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

[Refer clause 19 below for Returnable Documents required]

3 Communication

a) 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.

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

Name: Granville van der Merwe Email: granville.vandermerwe@transnet.net

c) Respondents may also, at any time after the closing date of the RFQ, communicate with Ronelle Blom on any matter relating to its RFQ response:

Telephone 041 - 5072721 Email ronelle.blom@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 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.

12 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 award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES	
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NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
Phase 1: Administrative responsiveness Substantive responsiveness	Completeness of response and returnable documents Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given: <ul style="list-style-type: none"> • Valid Pest Control Operator Certificate
Phase2: Technical Criteria	Technical prequalification criteria threshold of 60% as per the functionality requirements: <ul style="list-style-type: none"> • Compliance to Specifications : 30% • Health and Safety Compliance : 20% • Technical Capacity/Resources : 20% • Delivery Schedule : 30%
Phase3: Final weighted evaluation based on 80/20 preference point system as indicated in paragraph 2	<ul style="list-style-type: none"> • Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.

15 Validity Period

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

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

¹ 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.

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 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 **Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ 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 Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - 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 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Scope of Requirements	
SECTION 5 : Certificate of Attendance – Briefing Session & Site Visit	
SECTION 6 : Acknowledgement	
ANNEXURE A : B-BBEE Preference Points Claim Form	
ANNEXURE B : E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment	
ANNEXURE C : Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
ANNEXURE D : Supplier Code of Conduct	
ANNEXURE E : RFQ Declaration Form	
REGISTRATION CERTIFICATE – PEST CONTROL OPERATOR (WEED CONTROL) – ISSUED BY THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES	
LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	
ALL RELEVANT INFORMATION AS REQUIRED FOR THE TECHNICAL EVALUATION – REFER PAGE 8 CLAUSE 14	

Respondents to complete this section:

NAME OF RESPONDENT	
PHYSICAL ADDRESS	
.....	
Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

Respondent's Signature

Date & Company Stamp

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 or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

I/We quote as follows for the service required between Rosmead to Swartkops Stations, excluding VAT:

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	All woody vegetation felled, chipped and cut stumps treated with an applicable herbicide and dye mixture.	Km	287		
2	Estimated volume and Value of herbicides for this project plus Product names:	Litre			
	Gross Total (excluding VAT)		R		

Time period to complete the required work: _____ [days]

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) 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.
- d) **Also note that a maintenance period will be applicable to this RFQ at 20% retention of the quoted amount which will be released in accordance with the achieved results based on the maintenance period calculation guideline on page 21.**

"PREVIEW COPY ONLY"

"PREVIEW COPY ONLY"

Section 3

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

A Supplier 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 or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier 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

Products shall conform strictly with the Order. The Supplier 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 warrants that the Products 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 obligations under the Order.

3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier 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 if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.

3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

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

4.2 Payment of the Supplier'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, 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 Products or any written material provided to Transnet relating to any Products 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 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 following a design or process originated and furnished by Transnet. The Supplier shall either

a) procure for Transnet the right to continue using the infringing Products; or

b) modify or replace the Products so that they become non-infringing, provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier 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 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 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

8 PUBLICITY

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

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier 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 when such work on the Order shall stop.

10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier 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 shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.

10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

The Supplier 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 employees. The Supplier 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.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and

comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products 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 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.

13 INSOLVENCY

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 ASSIGNMENT

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

15 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.

16 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 hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier 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 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.

17 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, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. 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.

18 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.

"PREVIEW COPY ONLY"

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 4
BACKGROUND AND SCOPE OF REQUIREMENTS



PROVISION OF VEGETATION CONTROL (SERVICE ROADS) BETWEEN ROSMEAD and SWARTKOPS STATIONS: CUT, CHIP & SPRAY ALL WOODY VEGETATION (THREE METERS EITHER SIDE OF CENTRE OF "middelmannetjie") TOTAL KM = 287

(PLUS MAINTENANCE PERIOD)

1. BACKGROUND

Transnet Freight Rail requires the provision of vegetation control between Rosmead and Cookhouse stations for a period of 3 months plus a maintenance period. Completion date marks start of retention period. (Refer to maintenance periods guideline)

2. SCOPE OF REQUIREMENTS

SCOPE OF WORK

The area, as shown on site, consists of 287 Km TRANSNET Freight Rail service roads. All woody vegetation to be cut, chipped & cut stumps treated with an applicable herbicide.

Provision should be made for a maintenance period after completion of the initial phase of the project, after which the final payment of 20 % of the tendered rate will be released, in accordance with the achieved results.

SITE LOCATION

The site starts at Km 44.526 - 218 (Rosmead - Cookhouse) and Km 0 – 185 (Cookhouse - Swartkops station).

SPECIFICATION

The tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should tenderers consider that any item is incorrectly or inadequately described they must inform the Depot Engineer, Transnet freight rail Infra. Private Bag 2317, North End Port Elizabeth 6056 at once in writing under reference and have the matter rectified or explained as the

case may be as no liability whatsoever will be admitted by Transnet freight rail in respect of errors in a tender on receipt of a tender

No alterations, erasures or additions of any kind shall be made by the tenderers in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorized alterations, erasures or additions be made they will not be recognized by Transnet freight rail.

TIME TO COMPLETE THE WORK

The contractor shall indicate herein the duration he requires to complete the work, but the period shall be preferred to be not be longer than 3 (three) months.

The contractor shall be required to complete the work in this period, as given. This period includes weekends, public holidays and statutory holiday periods.

Failing completion of the work within the periods as stipulated above or with any period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of R100.00 (one hundred Rand) for every day or part thereof during which the works remain incomplete.

MANAGER

The Depot Engineer Infra shall appoint a competent person to undertake the management duties for this project, who shall be referred to as the Project Manager.

SITE RECORDS:

Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed off, incidences that have occurred, what work is to be done on that day, etc.

Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager and the contractor in the aforesaid book.

Program & Planning of the work

The contractor shall provide to the manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet freight rail with minor disruptions as no delays must be allowed in this regard.

The program must be agreed to (in the site instruction book) before any work will be allowed to commence. The program may be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

ACCESS TO SITE

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet freight rail in every way. Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

MATERIALS FOUND ON SITE

The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site (other than that from this contract) or on Transnet freight rail's property may be removed (even if deemed as scrap) by the contractor.

NB!!!!

No scrap or any material of value may be removed from the site without written authority of the Project Manager.

CLEARING OF SITE

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

WORKING OUTSIDE NORMAL WORKING HOURS

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 96 hours before such work needs to be undertaken. Transnet freight rail will not unreasonably withhold permission; however the Contractor may have to pay for Transnet freight rail's supervisory personnel.

ESCALATION

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

SAFETY PRECAUTIONS AND INSURANCE

Damage to Transnet freight rail Assets and liability, the contractor shall provide the insurance for the following: -

Contract Work; damage to farmers crops or to water resources or any wetlands

Public Liability;

No burning of any kind shall be allowed

ACT 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

ENVIRONMENT

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

The National Environmental Management Act, 107/1998;

The Environmental Conservation Act, 73/1989; and

The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

The Contractor shall further ensure that **no protected plant** will be damaged without a **written site instruction** from the project manager or his appointed depute.

P.C.O. Registration

The contractor and or his permanent employee will be a registered PCO and is required to be on site when spraying is to be done
 Proof of P.C.O. registration will be required.
 Invoices will be accompanied by report from PCO to confirm which species was controlled & name of herbicide used per specie.

CIDB REGISTRATION

An SH rating on the CIDB scale could be advantageous.

REQUIREMENTS FOR THE PROJECT

1 x Bakkie mounted spray unit of 500lt capacity & handgun
 Previous Experience of similar projects
 Suitable Vehicles to transport personnel, material and equipment
 4 Kapsack Sprayers
 6 medium size chainsaws (038 or similar & 1 x 046 or similar)
 4 Industrial Brushcutters with circular saw blades or similar is required
 6 certified operators with applicable PPE

MAINTENANCE PERIOD CALCULATION GUIDELINE

Phase 1: of project completed	[Inland Area; Karroo etc.]		[Coastal zone]	
	Maintenance period	Actual month:	Maintenance Period	Actual Month
December	3 Months	March	3 Months	March
January	3 Months	April	3 Months	April
February	7 Months	September	3 Months	May
March	7 Months	October	6 Months	September
April	6 Months	October	5 Months	September
May	5 Months	October	4 Months	September
June	4 Months	October	4 Months	October
July	3 Months	October	3 Months	October
August	3 Months	November	3 Months	November
September	4 Months	January	4 Months	January
October	3 Months	January	3 Months	January
November	3 Months	February	3 Months	February

Definitions to the above zoning;

Inland area : Approximately 60 Kilometer from coast onwards.
 (northern direction)

Coastal zone : Approximately up to 60 Kilometer from coast.

Exceptions:

The Alicedale to Grahamstown section will be regarded as Coastal zone

PARTICULAR SPECIFICATION

CLEANING AND CLEARING:

The contractor will supply the material, labour, transport, consumable stores and ingredients of any description, which may be necessary for the proper completion of the contract work, in accordance with the specifications as follows:

- 1 All **woody species** (three meters either side of centre of **service roads**) will be cut and treated with an applicable herbicide and dye mixture. **Service roads** situated **outside TFR reserve**, has to be cleared of woody vegetation, 2 Meter either side of road)
- 2 Felled material shall be chipped and spreaded clear from Track formation, Cut off drains, culverts, table drains, service roads and fences.
- 3 No fence will be damaged in the process of work
- 4 **ALL WORK WILL BE DONE WITHIN THE TRAIN SCHEDULE (IN BETWEEN TRAINS)**

NB!!

- **Volume and value PLUS type of herbicides to be used must be reflected on quotation form Section 2**

DRAWINGS:

Schedule of roads (refer to 23 to 25)

RISK ASESMENT:

Employees of contractor to wear safety vest at all times on the site

Employees of contractor to wear safety foot protection on the site

Employees of contractor to wear eye and ear protection when working with weed cutters and chain saws

No fires is allowed on the site

Contractor **to supply two flagmen per team for the duration of the contract (where required)**

GENERAL:

Containers and residual material will not be disposed of on Transnet property or as part of Transnet refuse but at a legal municipal dumpsite.

The site plan (where applicable) to be used is a sketch plan and is not to scale.

It is the tenderer`s responsibility to check all quantities and measurements before tendering.

Inspection of completed work.

After completion of the work, or service, it is expected from the contractor to conduct his / her own inspection to satisfy himself/herself that the work has been executed in accordance with the contract specification.

Request for inspection of the work by the Technical Officer.

After the contractor performed the above inspection, and found that the work has been successfully executed, he can present the site to the Technical Officer for inspection.

Reaction time for T.O. to respond to request as per abovementioned.

14 Days

SERVICE ROAD RECORD/SCHEDULE

FROM	TO	L/R of track	LENGTH (m)	DESCRIPTION	REMARKS
DE AAR (DER 003/07)					
003/06	010/08	R	7 200	From DER, left before N10 Bridge, onto SRd (MP 03/06). Exit to N10 @ "Badenhorstdam" (MP 06/09) or continue to BTM	
009/10	010/11	L	950	Enter from SRd (LX @ MP 09/10) and exit over LX (MP 10/11), past Burgerville Hydra to N10 or continue on Serv Rd	
Bletterman (BTM 010/02)					
"Burgerville Hydra" turn-off from N10 on De Aar - Hanover rd, ±10km south of De Aar					
010/11	017/08	L	6 800	Enter from Burgerville Hydra @ LX (MP 10/11) and exit onto DM rd	
015/01	015/08	R	500	Substn rd: Enter and exit @ LX (MP 15/08)	
Riet (RIR 021/15)					
From LX (MP 10 /11), continue on DM Rd, Right @ "Wag-'n-Bietjie" farm to Riet					
021/13	022/06	R	650	Riet stn rd: Enter and exit @ LX (MP 022/06)	
033/11	034/15	R	1 400	Burgerville stn rd: Enter and exit @ MP 033/11	
Burgerville Road (BVR 034/01)					
From Riet stn with DM Rd or from N10, xxx turn-off, ±20km south of De Aar					
Taaibos (TBH 042/16)					
From BVR stn with DM Rd. Exit with DM Rd to Hanover @ LX (MP 43/04) or continue on Service Road					
042/10	043/04	R	650	Taaibos stn rd: Enter and exit @ MP 043/04	
043/04	051/12	L	9 200	Enter @ MP 043/04 and exit @ Frans stn to DM rd	
Frans (FRN 052/02)					
From TBS stn with SRd. Exit with DM Rd to Hanover Rd @ LX (MP 43/04) or continue on Service Road					
Hanover Road (HVR 061/16)					
From Hanover, take N1. Turn left onto R389. Turn right onto Dirt Rd, before Road/Rail					
070/01	072/09	L	2 700	Over farm land: Enter from N1 and exit @ MP 078/16 onto DM Rd (AP 2444)	
Linde (LIN 072/08)					
From Hanover, take N1. Turn right onto dirt road after Road/Rail bridge, ±20km from Hanover					
072/09	078/16	R		Exit onto DM Rd (AP 2444) or continue on DM Rd next to Railway line	
079/12	080/08	R		Enter and Exit at DM Rd	
Dwaal (DWL 080/02)					
From Hanover, take N1. Turn right at "Dwaal" turn-off after Road/Rail bridge, ±25km from Hanover					
092/15	093/16	L		Entrance and Exit at DM Rd	
Wildfontein (WFN 093/08)					
From DWL station continue with DM Rd to Noupoot					
093/07	093/16	L		Entrance and Exit at DM Rd	No exit
093/16	094/04	L		Over farm land: Entrance and Exit at DM Rd	No exit
100/06	101/02	L		Entrance and Exit at DM Rd	No exit
Carolus (CRS 100/09)					
From WFN station continue with DM Rd to Noupoot					
103/01	104/08	R		Entrance and Exit at Lxing of Mr Du Toit (DM Rd)	No exit
107/11	109/06	R		Entrance and Exit at NWT plots (Town)	
NOUPOORT (NWT 110/08)					
			30.050	km	
NOUPOORT (NWT 000/01)					
	000/18	R		Partly on Municipal and TFR land	
000/15	002/10	L		Enter at Infra depot and exit at Midlandia	
001/05	004/11	R		Over farm land	
004/15	006/02	L		Entrance and exit at Relay Room	
Barredeel (BDL 005/10)					
006/02	006/09	R		Over "No-Man's" land	No exit
008/11	008/16	R		Tun 16 North access: Enter and exit from N10 at Tun Portal	No exit
008/16	008/20	L		Over farm land: Tun 16 North access: Enter and exit from N10 at Tun Portal	No exit
N10	Gate	R	1 200	Over farm land: Tun 16 South access, western-side: Enter and exit from N10, top of Carlton Heights	No exit
Gate	010/03	L	900	Over farm land: Tun 16 South access, eastern-side: Enter and exit from N10, top of Carlton Heights	No exit
Gate	011/16	R		Enter and exit from N10 on top of Carlton Heights	No exit
Carlton (CAN 014/05)					
013/21	014/12	L		Enter and exit at N9 tarr rd - "CAN stn" turn-off	No exit
014/12	017/15	R		Enter and exit at N9 tarr rd - "CAN stn" turn-off	No exit
Ludlow (LDW 017/08)					
018/04	024/07	L		Enter and exit at N9 tarr rd (MP 022/19) - "SRE stn" turn-off	No exit
Sherborne (SRE 023/08)					
018/04	024/07	L		Enter and exit at N9 tarr rd (MP 022/19) - "SRE stn" turn-off	No exit
	029/08	R		Enter and exit at N9 at MP 029/08 - "FKR stn" turn-off	No exit
Flonker (FKR 028/20)					
029/08	033/14	L		Enter at N9 to Lxing at MP 029/08 - "FKR stn" turn-off and exit onto DM Rd at bridge	
033/16	034/14	R		Enter from DM rd and exit at Lxing, north of old "BGO stn"	
Bangor (BGO 035/02)					
034/14	041/03	L		Enter from DM rd and exit at bridge onto DM RD, north of old EDS stn	
Evendowns (FKR 040/01)					
041/03	043/10	L		Over farm land: Closed for TFR personel	
ROSMEAD (RSM 044/09)					
10km from Middelburg on tarr rd from Middelburg to Steynsburg					
			2.100	km	

ROSMEAD (RSM 044/09)				10km from Middelburg on tarr rd from Middelburg to Steynsburg	
RSM	056/11	R	12 400	Enter @ RSM Stn and exit at LX (MP 56/11), over farm land to DM Rd.	
	Collett (CLT 052/15)			On SRd from RSM to TBG	
056/11	062/03	L		Enter and exit at LX (MP 56/11)	No exit
056/11	DM Rd	R	3 600	Over farm land: Enter @ LX (MP 56/11)	
062/08	DM Rd	L	500	Enter and exit at DM Rd (MP 62/16)	No exit
Tafelberg (TBG 063/04)				TBG turn-off from N10 on Middelburg - CDO Rd ±10km south of Middelburg	
DM Rd	064/01	R	1 350	Enter and exit at DM Rd (MP 62/14)	No exit
062/17	064/12	L	1 900	Enter and exit from DM Rd @ TBG (MP 63/03)	No exit
Glenheath (GHH 070/10)				On the DM Rd past TBG to CNY	
070/03	077/07	L	7 250	Enter @ GHH (MP 70/10) from DM Rd	
Conway (CNY 077/12)				Hofmeyr (R401) turn-off from N10 on Middelburg - CDO Rd, 61km north of CDO	
078/03	078/09	R	450	Enter and exit at LX (MP 78/03) from DM Rd	No exit
DM Rd	Gate	L		Hi-Site Rd: Over farm land (Peter Vorster) to gate (Tun 14 South). Entrance and exit from DM rd	
Gate	Hi-Site	L+R		Hi-Site Rd: Over farm land (Peter Vorster), from gate - Hi-Site. Entrance and exit from DM rd	
DM Rd	080/02	L	750	Entrance and exit from DM rd, over farm land (Peter Vorster) to Railway line.	
079/03	081/15	L	2 550	Entrance and exit from DM rd, over farm land (Peter Vorster) to and from MP 080/02	
Genoegaam (GNM 083/20)				CNY turn-off from N10 on Middelburg - CDO Rd, 55km north of CDO	
DM Rd	083/04	L	250	Entrance and exit from DM rd, over farm land (Kurt Donian)	No exit
083/04	084/07	L	1 300	Entrance from DM Rd	No exit
084/07	085/09	R	1 100	Entrance from DM Rd and LX @ MP 084/09	No exit
Cypress Grove (CYG 087/19)				CYG turn-off from N10 on Middelburg - CDO Rd, 49km north of CDO. Travel 1 300m to Railway line.	
087/11	088/06	L	1 000	From farm gate, over LX to T-junction (From stn)	
087/12	088/09	R	1 000	From turn-around to rd over farm land to N10 or over LX (MP 89/11) to PNS	
88/09	89/11	R	1 100	From CYG over farm land to LX at MP 89/11	
089/11	095/03	L	5 550	Access from N10 and exit at LX at MP 95/03	
Peins (PNS 093/06)				As for CYG (above), over LX and R onto SRd or at "Zwaelkrans", 42km north of CDO, over LX and left to PNS	
095/03	098/04	L	3 100	Rd over farm land - Access from N10 tarr rd - "Zwaelkrans" turn-off. Exit at "Prospect"	
098/04	100/12	R	2 500	Entrance from N10 at "Prospect" and exit at Fish River stn	
Fish River (VSR 100/06)				Turn-off from N10 on Middelburg - CDO Rd 37km north of CDO	
104/07	110/04	L		Enter from N10, over LX at 104/07, past DBB stn and exit at Knutsford stn over LX at 111/01	
Dobbin (DBB 106/10)				Turn-off from N10 on Middelburg - CDO Rd 33km north of CDO	
110/04	111/01	L		DM Rd	
111/01	111/11	L	600	Enter from N10 at "KSF" turn-off, over LX (MP 111/01) and right onto SRd	No exit
Knutsford (KSF 111/11)				KSF turn-off from N10 on Middelburg - CDO Rd, 28km north of CDO	
111/01	112/06	R	1 200	Enter from N10 at "KSF" turn-off, right onto SRd before LX at MP 111/01 and exit onto DM rd at MP 114/01	
112/06	114/01	L	1 750	From KSF and exit onto DM rd at MP 114/01	
114/01	115/xx	L + R	1 550	DM dirt rd	
DM Rd	Gate	R		Over farm land: Enter from DC dirt rd to gate at Lxing (MP 115/xx)	
115/xx	BDA	L + R		Exit to DM dirt rd to N10	
Baroda (BDA 117/08)				BDA turn-off from N10 on Middelburg - CDO Rd, 22km north of CDO. Turn left before railway line	
BDA	118/07	R	1 000	DM dirt rd to LX at MP 118/07	
118/07	124/07	L	6 250	From LX (118/07) and exit before KAP stn to N10 @ LX (123/02) or proceed with SRd	
Kaptein (KAP 123/08)				KAP turn-off from N10 on Middelburg - CDO Rd, 14km north of CDO	
124/07	125/01	R	600	From KAP over LX at MP 124/07	
125/01	127/08	L	2 300	From LX at MP 125/01 to LX at 127/08	
129/08	129/18	R	550	Exit to DM dirt rd before Marlow stn	
132/03	132/15	R	850	Entrance and exit at L-Xing (132/03) north of MLO stn to south side	No exit
Marlow (MLO 132/09)				From CDO take CDO Spa tarr Rd, next to Fish River and travel past CDO Spa. Stn on left side	
134/03	134/11	L		Over farm land: Entrance from MLO tarr rd and right at track before L-Xing at MP 134/11	No exit
134/11	136/02	L	1 500	Enter at L-Xing (MP 134/11) and exit at old Relay room	
136/13	137/06	L	850	Enter from MLO tarr rd at MP 136/13 and exit at MP 137/06 to Tarr rd	
CRADOCK (CDO 141/03)					
143/	143/	L		Enter and exit at LX at MP 143/xx	No exit
143/	143/	R		Enter and exit at LX at MP 143/xx	No exit
Scanlen (SCA 144/10)				From CDO take SCA plots tarr Rd	
Halesowen (HAO 152/06)				From CDO take SCA plots tarr Rd	
156/10	157/11	R		Enter and exit at LX (MP 156/xx)	No exit
Limebank (LMA 159/05)				From CDO take SCA plots tarr Rd, past HAO onto dirt Rd	
158/14	161/10	L		Enter before LMA and exit in stn at MP 159/06 (LMA entrance)	No exit
Mortimer (MOM 165/16)				MOM turn-off from N10 ±30km from CDO	
167/13	170/10	L		Enter from DM rd	
170/10	176/07	R		Exit north of DRN at LX (MP 175/01)	
DM Rd	175/01	L	100	DNX access rd, north of station, from N10 to LX (MP 175/01)	
Drennan (DNX 175/11)				DNX turn-off from N10 ±40km from CDO	
176/07	178/01	L	1 750	Enter and exit at DRN at LX (MP 175/01)	No exit
178/05	180/06	R		Enter and exit at DM Rd at LX (MP 180/03)	No exit
RI/River	185/01	R		Rd from RI/River to NEL over farm land . Enter and exit at DM rd at LX (MP 187/09)	No exit
183/20	185/01	R		Enter and exit at DM rd at LX (MP 187/09)	No exit
Nelland (NEL 184/13)				See WIM access. Go past WIM over Fish River, turn R at "T" through dip and R again. R over LX at 187/09 and directly L	
185/01	187/09	L		Enter and exit at DM rd at LX (MP 187/09)	No exit
Bridge	190/10	R		Enter and exit at DM Rd at LX (MP 190/10)	No exit
190/12	191/09	L		Enter and exit at DM Rd	No exit
190/10	191/01	R		Over farm land from DM Rd	No exit
Witmos (WIM 191/02)				WIM turn-off on top of Daggaboersnek from N10	
191/01	191/17	R		Enter and exit at DM rd at LX (MP 187/09)	No exit
Klipfontein (KIP 197/)				Enter to KIP stn before bridge at TGV turn-off from N10	
204/02	204/20	L	950	Entrance & exit at MP 204/02 (From DM Rd)	No exit
Thorngrove (TGV 204/)				Enter to TGV stn before bridge at TGV turn-off from N10	
204/12	205/20	R	1 400	Entrance & exit at MP 204/12 (L-Xing)	No exit
207/03	208/01	R	1 000	Over farm land: Enter @ L-Xing at MP 208/	No exit
208/01	210/06	R	2 300	DM Rd: Enter @ L-Xing at MP 208/01	
210/06	212/15	R	2 700	DM Rd to LXing south of Slagtersnek	
212/15	214/17	L	2 000	Exit at LX at MP 214/04 over farm land to DM Rd	
214/04	214/15	R	600	Entrance and exit at LX (MP 214/04)	No exit
214/04	DM Rd	L	800	Over farm land	
DM Rd	215/07	L	450	Over farm land	No exit
215/07	216/02	R	900	Entrance and exit at LX (MP 215/07)	No exit
COOKHOUSE (CHQ 218/15)					

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Respondent's Signature: COOKHOUSE (CHQ 218/15)
81.600 km

Date & Company Stamp

COOKHOUSE (CHQ 000/01)					
000/16	002/13	L	1 700	Entrance and exit from N10 at MP 002/13	No exit
003/08	007/07	L		Enter from N10 & exit to N10 @ "Golden Valley" turn-off	
Golden Valley (GOR 007/09)					
007/12	008/10	R		Enter from N10 @ "Golden Valley" turn-off & exit to N10 @ L-Xing	
008/03	010/08	L		Enter & exit from L-Xing @ MP 08/10. L-Xing access from N10	No exit @ Bridge
Long Hope (LOP 011/04)					
010/11		L		Entrance and exit from Rxx (N10 to SSO)	No exit @ Bridge
	016/04	L+R			
016/04	N10	R	650	Over farm land: Access Rd to HFD stn	
	Harefield (HFD 016/10)			Enter from N10, km south of CHQ, at Middelburgplaas turnoff (Natie & Dafré Troskie)	
016/04	017/03	R		See HFD above. Turn right through gate before Road/Rail bridge	
	019/02	L		Entrance & exit from N10 @ "De Kroon" turn-off	
019/02	022/16	L+R		Non SRd over farm land	
021/04	021/09	L		Entrance & exit from Rd over farm land	
022/16	023/07	R		MDO stn. Entrance & exit from N10 @ "MDO" turn-off	
Middleton (MDO 023/04)					
023/04	023/17	L		MDO stn. Entrance & exit from N10 @ "MDO" turn-off	
Sheldon (SEL 032/10)					
032/12	042/01	L+R		SEL stn. Entrance from N10 @ "SEL" turn-off. Exit @ MP 41/01	
Klein-Vis (KNV 037/19)					
042/18	044/02	L		RIP stn. Entrance & exit @ N10 @ MP 42/18	
Ripon (RIP 043/03)					
045/13	048/10	L		Entrance from N10, "KAG" turn-off to L-Xing @ MP 47/12	
047/12	Rel/Rm	L		Entrance from N10, "KAG" turn-off to L-Xing @ MP 47/12. Enter & exit @ MP 47/12	
Kommadagga (KAG 048/01)					
Aalwynpoort (AWP 053/17)				Riebeeck-East turn-off from N10. Take DM rd to right, before railway line. First rd left is entrance & exit	
053/11	056/05	L+R		Entrance and exit at AWP station (MP 53/17)	
Saltaire (STE 057/21)				As for AWP. Second rd left is entrance & exit	
060/01	062/06	L+R		ADJ turn-off from N10. Turn left or right on Tun Portal South which is entrance & exit.	
Groenheuwels (GHS 064/15)				ADJ turnoff from N10, km south of CHQ. Pass underneath railway line and turn right to GHS	
063/18	065/11	R		ADJ turn-off from N10. Turn right when passing through culvert under railway line	
065/14	DM Rd	L+R		Turn left into SR @ MP 065/14. Exit onto DM Rd, before concrete coarseway	
ALICEDALE (ADJ 083/02)				Take ADJ turnoff from N10, 10km north of PTS	
			2.350	km	
ALICEDALE (ADJ 083/02)				Take ADJ turnoff from N10, 10km north of PTS	
Coerney (COE 133/21)				Entrance and exit from R335, north of stn	
134/12	138/14	L	4 050	Enter from tarr rd at LX (MP 134/12) and exit at MP 140/18	
138/14	139/11	R	900	Enter from tarr rd at LX (MP 134/12) and exit at MP 140/18	
Lendlovu (LLV 139/)				Enter from COE side at LX (MP 134/12) along SRd and exit to R335, south of stn at MP 140/18	
139/11	143/01	R	4 350	Enter from tarr rd at MP 140/18 and exit at tarr rd at LX (MP 143/01)	
ADDO (ADO 145/09)					
			9.300	km	
ADDO (ADO 145/09)					
SWARTKOPS (SWS 185/06)					
			0.000	km	
Grand Total =				125.400	km
NOTE					
1	All notes made with increasing km in mind (DER to PLZ)				
2	L = Left- and R = Right hand side of track whilst looking towards PLZ (Increasing km)				
3	LX/Lxing = Level crossing over railway line				
4	MP xxx/xx = Refers to number on Mast Pole next to Railway line, carrying the Electrical overhead cables				

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Section 5

CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION & SITE VISIT

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on2015.

"PREVIEW COPY ONLY"

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

"PREVIEW COPY ONLY"

**Section 6
ACKNOWLEDGEMENT**

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**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

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

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

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety

- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

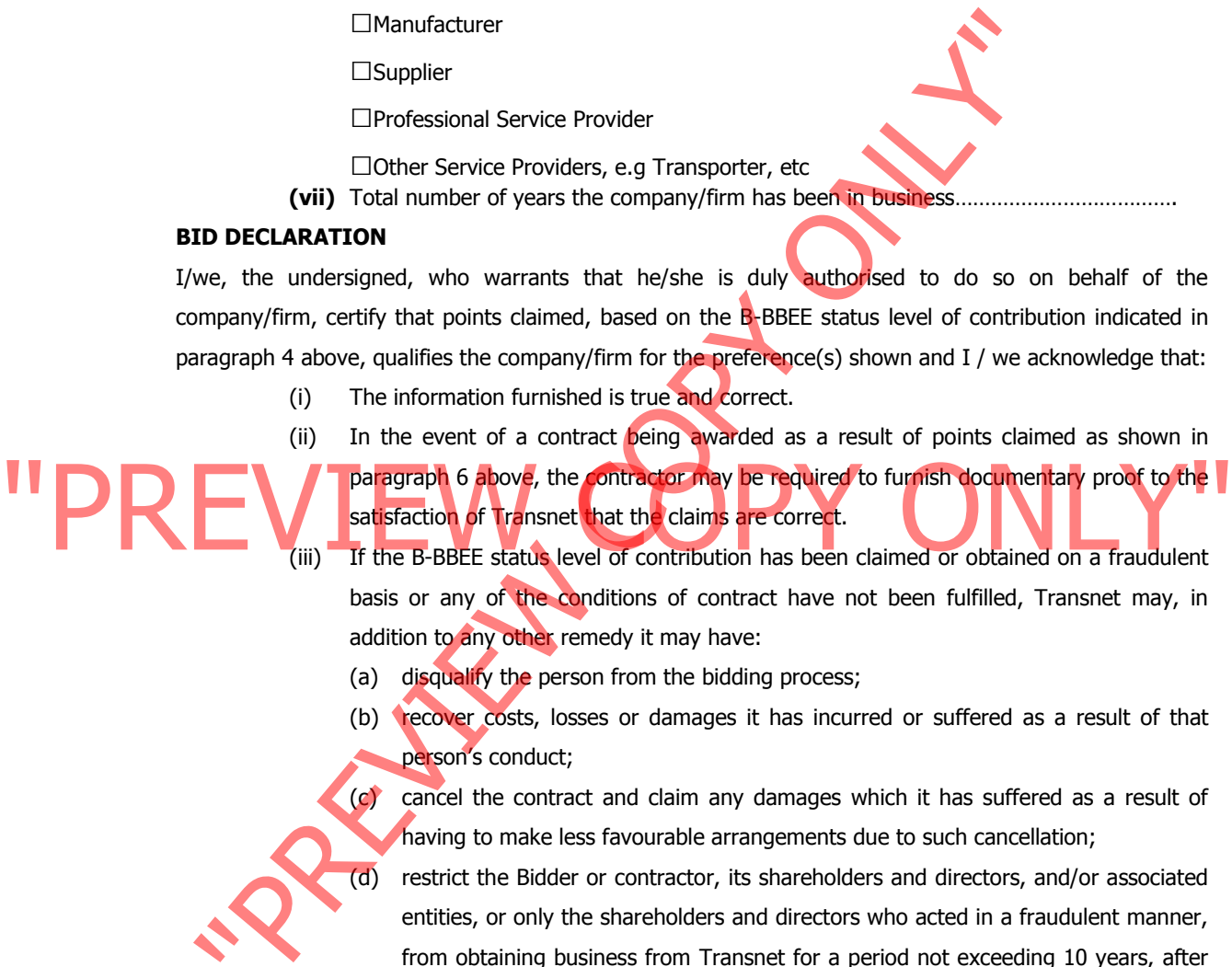
- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

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

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



WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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