



TRANSNET FREIGHT RAIL  
an Operating Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## TENDER SUBMISSION

**TENDER NO.:** RFQ NUMBER 165

1. Quotation must be submitted in triplicate to allow us to do quick evaluation
2. If posted the envelope must addressed to the Chairman, Transnet Freight Rail Acquisition Council, P O Box 4244, Johannesburg,2000.
3. If delivered by hand, the envelop is to be deposited in the Transnet tender box which is located at the main entrance, Ground floor, Inyanda House, 21 Wellington road, Parktown, Johannesburg, and should be addresses as follows: The Chairman ,Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House, 21 Wellington Road, Parktown, Johannesburg, 2001

PRIEVIEW COPY ONLY

TRANSNET FREIGHT RAIL

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Respondent's Signature

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Date and Company Stamp



an Operating Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR QOUTATION (“RFQ”)

RFQ NUMBER 165

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET  
RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR**

ISSUE DATE	:	02 March 2010
CLOSING DATE	:	06 April 2010
CLOSING TIME	:	10H00
OPTION DATE	:	27 July 2010

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



**RFQ NUMBER 165**

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET RETIEF  
AND BLOUBANK FOR A PERIOD OF ONE YEAR**

**SCHEDULE OF DOCUMENTS**

**Section**

1. **Notice to Bidders**
2. **Background, Overview and Scope of Requirements**
3. **Quotation Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with RFQ Documents**
6. **Service Fees and Costs**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Certificate of Attendance of Information Briefing session**
10. **Schedule of plants**
11. **E4E- Safety arrangement and Procedural Compliance**
12. **Transnet Supplier Declaration/ Application form**
13. **Supplier Code of Conduct**



## SECTION 1

### RFQ NUMBER 165

#### PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR

#### NOTICE TO BIDDERS

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

On or after 02 March 2010 the RFQ documents may be inspected at, and are obtainable from the office of The Chairman, Transnet Freight Rail, Room 201-F, Malahle House, 4 Kiewiet Street, Empangeni, 3880 on payment of an amount R300.00 (VAT inclusive) (per set), to be made to Freight Rail at the Standard Bank, account number 203158598 Branch Code 4805, ref no. EMPBB165. **The official Bank receipt(s) franked with the official Bank stamp to be provided with on the collection of a tender document. This amount is not refundable.**

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

2. A **compulsory** Information briefing session will be conducted on the 11 March 2010, at the Transnet Freight Rail, 227 Mark Street, Boardroom, Vryheid 3100, at 09H30. After the briefing session, site will be visited. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

**The briefing session will start punctually at 09H30 and Respondents arriving late will not be accommodated.**

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

Name : Barbara Bhengu  
Division : Supply Chain Services  
Phone No. : 035 906 7669  
Email : [Barbara.Bhengu@transnet.net](mailto:Barbara.Bhengu@transnet.net)



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

<b>RFQ No</b>	<b>: EMPBB165</b>
<b>Description</b>	<b>: Burning of firebreaks in the Rail Reserve between Piet Retief and Bloubank</b>
<b>Closing date and time</b>	<b>: 06 April 2010 at 10h00 am</b>
<b>Closing address (refer options paragraph 4 below)</b>	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

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

<b>THE CHAIRMAN TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR, INYANDA HOUSE 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001</b>
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The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

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

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

<b>THE CHAIRMAN TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR, INYANDA HOUSE 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001</b>
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5. Please note that this RFQ closes punctually at 10:00 on Tuesday 06 April 2010.



6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

**12. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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

In terms of Government Gazette No 32094, Notice No 354 dated 23 March 2009, as from 1 August 2009 only BBBEE Accreditation Certificates issued by SANSAS approved verification agencies will be valid.

However Accreditation Certificates issued before 23 March 2009, and which are still within their one (1) year validity period, will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e 23 March 2009, by a Verification Agency not approved by SANSAS, will **NOT** be acceptable as from 23 March 2009.

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



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

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

12.3 **Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

<p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rated agency.

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

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry



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

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

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

<b>DTI BBBEE UNIQUE PROFILE NUMBER:</b> .....
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12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

### 13 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which are appended hereto at Annexure A.

### 14 COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Chairman of the Transnet Freight Rail Acquisition Council, at telephone number 011 544 9486 or fax no. 011 774 9129/ 011 774 9186 on any matter relating to its RFQ response.

### 15 RFQ SCHEDULE

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

### 16 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.



- (iii) The following returnable documents must accompany all Quotations:
- Respondent's latest audited financial statements;
  - Respondent's valid Tax Clearance Certificate.

## 17 COMPLIANCE

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

## 18 ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.

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

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**

## 19 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFQ's Services and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides



- award a contract in connection with this Quotation at any time after the RFQ’s closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

**20 LEGAL REVIEW**

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet’s Legal Counsel. Respondents to complete this section:

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent’s contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

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



## SECTION 2

### RFQ NUMBER 165

#### PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR

#### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. **BACKGROUND**

Provision of the Burning of firebreaks in the rail reserve between Piet Retief and Bloubank for a period of one year.

2. **SCOPE OF REQUIREMENTS**

This contract covers the burning of firebreaks in the rail reserve 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 documents.

3. **GENERAL INFORMATION**

It is required that all Transnet operating divisions will be included in the scope of this Quotation.

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

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

4. **EXCHANGE AND REMITTANCE**

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

- (a) ZAR1.00 (South African currency) being equal to .....  
(foreign currency).....% in relation to tendered price(s)  
(.....) to be remitted overseas by Transnet.
- (b) ..... (Name of country to which payment is to be made)
- (c) Beneficiary details :



Name (Account holder) .....
Bank (Name and branch code).....
Swift code.....
Country .....
d) ..... (Applicable date of Exchange Rate used)

**5. NATIONAL RAILWAY SAFETY REGULATOR ACT**

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

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**6. SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - .....
  - .....
  - .....
- Supplier must provide a toll-free number or alternative number for customer service calls.





**8. RISK**

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

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

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

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

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

..... ..... .....
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**9. 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:

Name of Company	Contact Person	Telephone number



## 10. EVALUATION CRITERIA

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Compliance with list of returnable documents
- Current specs. / Alternatives Specs
- Financial capacity
- Risk and Safety
- Site visits
- Correct plant and equipment Available
- BBBEE status of company

## 11. PROJECT SPECIFICATION

### A : GENERAL

#### **A.1. SCOPE OF WORK**

This contract covers the burning of firebreaks in the rail reserve 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 documents.

#### **A.2. MANAGER**

For the purpose of this contract, "Manager" means the Depot Engineer (Infrastructure)

Vryheid or any person lawfully acting in that capacity.

#### **A.3. COMPLETION OF WORK**

A.3.1 Transnet requires that the works be completed by the 31<sup>st</sup> of July 2010, which period shall include any statutory and builder's holiday falling within this period.

A.3.2 The Contractor may offer a shorter completion period in his tender, which offer may be taken into consideration when adjudicating the tenders.

#### **A.4. INSURANCE OF WORKS**

TRANSNET FREIGHT RAIL will make it's own arrangements for insurance of the Works.

#### **A.5. MACHINERY AND OCCUPATIONAL SAFETY ACT 1993 (ACT 85 OF 1993)**

The Contractor shall be regarded as the employer as defined in Section 1 (1) of Act 85 of 1993 (Machinery and Occupational Safety Act) and shall be responsible for ensuring that the requirements of the Act and the regulation are implemented on the work site.



Also refer to E7/1 Specification and work adjacent to live lines.

#### **A.6. SAFETY**

- A.6.1 The Contractor shall ensure that all his staff are adequately trained in their duties and are made aware of any dangers. The Contractor shall take all necessary precautionary measures to ensure the safety of his staff.
- A.6.2 Any injury to Contractor staff is the responsibility of the Contractor. Staff members shall be trained in the necessary procedures and to assist in the event of injury.
- A.6.3 **The Contractor and his personnel shall at all times wear reflective vests (similar to those used by TRANSNET FREIGHT RAIL) while working on TRANSNET FREIGHT RAIL premises or in any rail reserve according to TRANSNET Freight Rail's "Directive and procedures for issuing and wearing of reflective vests within service delivery zones" (Document Ref. No. CIR / OD / 0261 of 1 November 2004) and the reflective vests will be supplied by the Contractor during the course of this contract to his personnel.**
- A.6.4 Before any Contractor will be allowed to perform any work on TRANSNET Freight Rail's premises or in any rail reserve, all staff shall complete an one hour safety / electrical awareness course presented by TRANSNET FREIGHT RAIL at the start of the first working day of the contract and **no site access certificate** will be issued to a Contractor without proof of attending this induction course.  
All vehicles, plant and equipment shall also be available that day for inspection, to ensure that they are to requirements, and in good working order.

#### **A.7. SITE FACILITIES**

- A.7.1 All accommodation shall be supplied by the Contractor. Sites for parking caravans, etc. on TRANSNET FREIGHT RAIL property may be made available to the Contractor.
- A.7.2 The Contractor shall make his own arrangements for the supply of water and electricity for domestic and construction purposes.
- A.7.3 The Contractor may make use of all available Transnet water supplies.
- A.7.4 The Contractor shall, at his cost, make arrangements for connections to existing water and electricity supplies where available. A continuous supply of water or electricity cannot be guaranteed.
- A.7.5 The Contractor shall supply toilets for the use of his personnel.

#### **A.8. VALUE ADDED TAX**



Value added tax in terms of the Value added Tax no. 89 of 1991 shall not be included in the tendered rates. Provision is made in the schedule of Quantities/Summary of prices for the lump sum addition of Value added Tax.

#### **A.9. PAYMENT**

Value added tax shall not be reflected on monthly contract payment certificates, but paid separately on the presentation of a VAT-invoice by the Contractor.

The value of the work reflected on the VAT-invoice must correspond with the net amount indicated on the Contract payment certificate.

Payment will be made within 30 days from the date of submittal for payment of a complete and correct VAT invoice.

#### **A.10. CO-OPERATION WITH OTHER PARTIES**

Departments of Transnet and other Contractors will be working in the confines of the contract work site and in the general area surrounding it during the course of the contract.

The Contractor shall make reasonable allowance in all tendered rates for the necessity to interface with the activities of other Contractors and Transnet, and to allow for access at all times for use by other parties unless otherwise agreed by the Engineer.

#### **A.11. COMPETENCE OF CONTRACTOR.**

The Contractor shall give proof of previous contract (s) on making firebreaks which he / she carried out successfully. (See form E4C)

As the burning of a firebreak is regarded as an **EXTREMELY DANGEROUS** activity due to unpredictable weather conditions, a risk-profile for each Tenderer will be compiled measuring his expertise in burning firebreaks; availability of fire fighting vehicles/plant; and human resources (fire fighters) and supervisors.

#### **A.12. EVALUATION OF TENDERS**

A.12.1 "Time value of money" methodology and principles will be used in evaluation of tenders including BEE preference.

A.12.2 The tender could be awarded in **FOUR** parts to different tenderers i.e. Section 1: Piet Retief to Comondale, Section 2: Comondale to Mqwabe, Section 3: Mqwabe to Bloubank ; Section 4: Sikame to Hlobane **OR** As a whole **OR** in two parts **OR** in three parts **OR** in four parts where economical of scale could possibly apply. Tenderers that have the necessary capacity are requested to complete all Items in the Schedules of Quantities and Prices.

#### **A.13. PENALTIES FOR NOT COMPLETING THE WORK.**

A.13.1 Penalties in terms of the Conventional Penalties Act, 1962, shall be payable by the Contractor for not having completed the works by the date specified in clause A3.1.

A.13.2 For each meter that the Contractor did not burn, he shall pay to Transnet 50% of his quoted rates, which will be recovered from any money due to him by TRANSNET FREIGHT RAIL.



A13.3 Any portion (in meters) either between the service road and the opposite boundary fence and/or between the service road and the adjacent fence that has not been burnt, will be regarded as a penalty against the Contractor and will be handled as specified in Clause A13.2 above.

#### **A.14. SUB-CONTRACTORS**

The use of subcontractor's to perform the burning of firebreaks **will not** be allowed and the successful tenderer (Contractor) will be responsible to perform the actual burning of firebreaks. No liaison between TRANSNET FREIGHT RAIL and third parties (sub-contractors) will take place and the Contractor himself will be responsible for the arrangement of supervision (Clause B3.2) and the obtaining of a **daily burning permit number** as required in Clause B6.4.1.

#### **B: SPECIAL CONDITIONS**

##### **B.1. SCOPE**

This contract covers the burning of firebreaks over a one (1) season period, i.e. the 2009 burning season in the Rail reserve (i.e. from boundary fence to boundary fence) on the Vryheid district.

B.1.1. Tenderers are invited to tender for the following sections of line.

- i) **SECTION 1: PIET RETIEF – COMMONDALE,**
- ii) **SECTION 2: COMMONDALE - MQWABE**
- iii) **SECTION 3: MQWABE – BLOUBANK**
- iv) **SECTION 4: SIKAME – HLOBANE**

(See Part C of Schedule of Quantities and Prices);

##### **B.2. DEFINITIONS**

###### **B.2.1. TRACER BELTS**

B.2.1.1 A tracer belt shall be an area not less than one metre, (1m) in width either hoed, disked or sprayed with chemicals to form as a boundary line before actual burning.

###### **B.2.2 FIREBREAKS**

B.2.2.1 A firebreak shall consist of a burnt area, as described underneath and shall be free of any flammable material.

B.2.2.2 Firebreaks will extend from the boundary fences on either side of the railway line for a width of ten (10) metres inwards from the fence toward the railway line.

B.2.2.3 In station yards it may be required to burn only up to 20m on from the fence line on either side of the reserve.

B.2.2.4 Firebreaks must be made beforehand, around electrical and other flammable equipment.

B.2.2.5 The Contractor will be permitted to work outside normal working hours, in which case he shall apply to the Manager at least three (3) days before he proposes to introduce such working.



B.2.2.6 No burning of firebreaks shall take place when the wind speed exceeds 30 kmph, or when the fire danger rating for a specific region in which a section of railway-line is falling, exceeds the acceptable criteria rating for that region (See Clause B6.4).

**B.2.3 11KV WOODEN POLES**

These are the wooden poles occurring within the rail reserve used to carry the 11 KV Electrical line.

**B.2.4 ELECTRICAL AND SIGNAL EQUIPMENT AND CABLES**

This is the equipment occurring along the rail reserve necessary for the operation of trains.

**B3. METHOD OF WORK**

The work is required to be completed in two distinct phases. Phase **ONE** of the work should comprise of the following actions:

**B.3.1 HOEING, DISKING OR SPRAYING**

The hoeing, disking or spraying of tracer belts are to be done that there are two lines present, parallel to the boundary fence. The first line to be next to the boundary fence and a second line ten meter's inside of this line.

**B.3.2 CUTTING OF GRASS**

The cutting of grass around the 11KV wooden mast poles and the cutting of grass around all electrical and signal equipment and lines where this equipment and cables occur within the required fire belt area.

**B.3.3 BURNING OF TRACER BELTS**

The burning of the tracer belt areas is to take place once acceptable die back has occurred, but no later than four weeks, (4) after the work done in B3.1. This action to be completed no later than the 15 March 2009.

**The second phase of the work shall be required as follows:**

**B.3.3 BURNING OF FIRE BREAKS**

The burning of the breaks shall be required between the tracer belts. This burning to take place once the first frosts has occurred in the area. The burning of the fire breaks is to be completed by 31 July 2009.

**B.4. LABOUR**

B.4.1 All staff shall be trained in fire prevention and firefighting techniques relevant to the work being done to combat and extinguish fires by the Contractor.

B.4.2 Contractor's Supervisor with a "C" certificate (two day TRANSNET FREIGHT RAIL course to work near electrical equipment), **shall be present on site at all times and supervise all work done by the Contractor.**



## **B.5. MATERIALS AND EQUIPMENT**

Each fire fighter shall be equipped with the necessary fire fighting equipment (as required to do the work and to comply with the Machinery and Occupational Safety Act of 1993) like fire beaters, fire resistant overall, apron protector (or similar to enable workers to get close enough to combat fire) or any other approved fire fighting equipment like hand pumps containing at least 18 liters of water. Fire beaters must not be less than 300mm X 500mm on a 2m reach.

## **B.6. PLANT**

B.6.1 The Contractor shall supply, maintain and operate all equipment he deemed necessary to complete the work in accordance with the true meaning and intent of the contract like a 5 000 liters self propelled water tanker equipped with high pressure pump with two outlets to accommodate two, one hundred meter hoses of twenty five millimeters diameter and a 700 liters "Sakkie Bakkie" (a vehicle with a water-tank on the back fitted with a high pressure pump) fitted with a 100 meter hose of 25mm diameter.

B.6.2 All fuel must be supplied by the Contractor.

## **B.7. COMMUNICATIONS**

B.7.1 Prior to the commencement of work the Contractor shall establish a list of all adjoining landowners in the areas where work is to be carried out. A means of communication with the adjoining landowners shall be established and implemented.

B.7.2 These landowners shall be notified of the intention to prepare and maintain a firebreak by burning and the Contractor must determine a mutually agreeable date or dates with the owners of adjoining land for doing so **and inform the fire protection association (FPA) for the area** as described under Clause B6.4 underneath.

B.7.3 If agreement cannot be reached the Contractor must give to the owners of adjoining land and the fire protection association (FPA) for the area at least 14 days written notice of the day or days during which the Contractor intends burning firebreaks.

### **B.7.4 Communication with fire protection association (FPA) :**

B.7.4.1 Contractor to liaise on a daily basis with TRANSNET FREIGHT Rail's Fire Officer , (Mr. T.B. LEBESA at telephone (017) – 801 2315 or cell 083 3087 240 (Fax 017 – 801 2316) to notify the mentioned person (who is part of the fire protection association Vryheid Area to prepare and maintain a firebreak by burning on a specific section of Railway-line. The fire officer will give the Contractor a fire danger index (FDI) which will be available daily at 10h00 and 14h00 as well as a **burning permit number** to proceed with firebreaks (if circumstances are favorable according to the FDI).

B.7.4.2 **NO BURNING OF FIREBREAKS** will take place if the Contractor fails to comply to each and every of the following precautions on a specific day :

a.) Notification of adjoining landowners by mutually agreeable date or dates as describe in B6.2 above;



- b.) Notification of adjoining landowners and the fire protection association by written notice if agreement cannot be reached as per Clause B6.3;
- c.) Obtaining of a daily burning permit number if the fire danger index for a particular day is favorable for a specific region in which a section of Railway-line falls as per Clause B6.4.1;
- d.) Contractor's supervisor to be present on site at all times and supervise all work done by the Contractor regarding the burning of firebreaks as per Clause B3.2.

B.7.5 A list of all emergency services (i.e. fire brigades, forestry lookout post, fire protection association and emergency services, etc.) shall be obtained and a communication system set up with these services. In the event of a run away fire the Contractor shall notify the landowners and the local emergency services. These lists and communication systems shall be continually updated.

#### **B.8. LIABILITY**

- B.8.1 Further to Clause 35 of the E5 (M.W.), the Contractor is not relieved of any of his responsibilities with regard to fire fighting and precautions. The Contractor must take maximum precaution to prevent and extinguish fires.
- B.8.2 The Contractor must take care to ensure that work carried out near railway lines, is done to Transnet E7/1 (April 1991) specifications for work done on, over, underneath or adjacent to railway lines and high power electrical wires and equipment.
- B.8.3 The Contractor must take care to ensure that the burning of firebreaks is in accordance with Act No.101 of 1998 NATIONAL VELD AND FOREST FIRE ACT, 1998.

#### **B.9. MEASUREMENTS AND PAYMENTS**

- B.9.1 Tracer belts shall be priced and measured per running meter of rail reserve and measurement shall take place at the end of each month and payment will be made on the length of running meter of rail reserve burnt.
- B.9.2 The price will include the making of two one metre wide tracer belts along the length of the rail reserve on both sides of the railway line, i.e. four one metre lines.
- B.9.3 The rate tendered shall allow for transportation and all incidental costs. No additional payment will be made for equipment and materials required to complete the work.
- B.9.4 Payment for the burning of fire breaks shall be made at the end of the burning cycle or 31 July and shall be based on the rates quoted as in Part C in the Schedule of Quantities and Prices.
- B.9.5 Burning of firebreaks shall be priced and measured per running meter of rail reserve.
- B.9.6 The Contractor shall carry out the work in accordance with the attached specification and in a thorough and workmanlike manner. The final acceptance of the work rests with Transnet's Manager at Vryheid



- B.9.7 In the event of the Works failing to comply with the attached specification, the Contractor will have the option of going back and correcting it within the time limit as per Clause A3.1.

**B.10. DISCREPANCIES IN DOCUMENTS**

In the event of any discrepancies or inconsistencies between this specification and any other specification or drawing, this specification shall prevail.

**B.11. TRANSNET FREIGHT RAIL RESERVE**

The reserve is the area that exists between the boundary fences through which the railway line runs. Where the fence is absent, a straight line between fence posts will determine the boundary, or as pre determined in conjunction with the Technical Officer.

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### SECTION 3

#### RFQ NUMBER 165

#### PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR

#### QOUTATION FORM

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

of (full address) \_\_\_\_\_

\_\_\_\_\_ carrying on business under style or title of (trading as)

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

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

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



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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Qoutation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favorable Qoutation.

I/We accept that any contract resulting from this offer will be for a period of **ONE YEAR** only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Qoutation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder.

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

**NOTIFICATION OF AWARD OF RFQ**

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

**VALIDITY PERIOD**

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

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



**TAX (VAT) REGISTRATION NUMBER**

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

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

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

Indicate tax clearance certificate expiry date: \_\_\_\_\_

**BANKING DETAILS**

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

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

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

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

**NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFQ is submitted.

(i) Registration number of company / C.C. ....

(ii) Registered name of company / C.C. ....

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

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

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**REGISTRATION CERTIFICATE**

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



**NAME AND ADDRESS OF ACCREDITED AGENT**

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

Name	.....
Address	..... .....

**CONFIDENTIALITY**

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to be obtained from Transnet.

**DISCLOSURE OF PRICES TENDERED**

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

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

**DECLARATION**

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

YES		NO	
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If YES, please indicate below:

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

ADDRESS

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Indicate nature of relationship (if any):

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

**PRICE REVIEW**

Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent’s price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet’s discretion or the particular item(s) or service(s) purchased outside the contract.

**RETURNABLE DOCUMENTS**

Respondents are required to submit the following returnable documents with their responses (see tick):

<b>Notice to Bidders – Section 1</b>	√
<b>Background overview – Section 2</b>	√
<b>Quotation Form – Section 3</b>	√
<b>Resolution of Board of Directors (Respondent’s Representative) - Section 4</b>	√
<b>Certificate of Acquaintance with RFQ Documents – Section 5</b>	√
<b>Pricing - Section 6</b>	√
<b>General Tender Conditions - Form CSS5 – Section 7</b>	√
<b>Conditions of Contract - Form US7 – Section 8</b>	√
<b>Certificate of attendance of Information Briefing – Section 9</b>	√
<b>Schedule of Plant and Equipment – Section 10</b>	√
<b>E4E – Safety arrangements and Procedural compliance – Section 11</b>	√
<b>Transnet Supplier Declaration/Application</b>	√
<b>Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)</b>	√
<b>Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)</b>	√
<b>Certified Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)</b>	√
<b>Certified Copy of Share Certificates of Shareholders, CK1</b>	√
<b>A Letter with the company’s letterhead confirming physical and postal addresses</b>	√
<b>Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate</b>	√
<b>A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)</b>	√
<b>Audited Financial statement for previous year</b>	√
<b>Letter of Good Standing with the Compensation Commissioner</b>	√
<b>Certificate of attendance of Clarification Meeting</b>	√
<b>Schedule of tenderers experience</b>	√
<b>Schedule of Subcontractors</b>	√
<b>Schedule of plant and equipment available</b>	√
<b>Number of trained personnel available for fire fighting</b>	√

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



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 \_\_\_\_\_ 1 \_\_\_\_\_

2 \_\_\_\_\_ 2 \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

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## SECTION 4

RFQ NUMBER 165

### PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR

#### SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

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

\_\_\_\_\_

SIGNATURE CHAIRMAN

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

\_\_\_\_\_

SIGNATURE SECRETARY



## SECTION 5

RFQ NUMBER 165

### PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR

#### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

I/We furthermore agree that Transnet Limited shall 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 \_\_\_\_\_ 2009

WITNESS : \_\_\_\_\_

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



**SECTION 6**

**RFQ NUMBER 165**

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE  
 BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR**

**SERVICE FEES AND COSTS**

**SECTION 1: PIET RETIEF TO COMMONDALE**

ITEM No..	REFERENCE CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts	100	KM		R
2	B.9.4	Fire Breaks	100	KM		R
					14 % VAT	R
					TOTAL	R

WITNESSES:

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

2. \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ p.p. TRANSNET FREIGHT RAIL

2. \_\_\_\_\_ DATE: \_\_\_\_\_



**SECTION 2: COMMONDALE TO MQWABE**

ITEM No..	REFERENCE CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts	145	KM		R
2	B.9.4	Fire Breaks	145	KM		R
					14 % VAT	R
					TOTAL	R

WITNESSES:

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

2. \_\_\_\_\_  
 \_\_\_\_\_  
 DATE:

WITNESSES:

1. \_\_\_\_\_  
 \_\_\_\_\_  
 p.p. TRANSNET FREIGHT RAIL

2. \_\_\_\_\_  
 \_\_\_\_\_  
 DATE:

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**SECTION 3: MQWABE TO BLOUBANK**

ITEM No..	REFERENC E CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts	218	KM		R
2	B.9.4	Fire Breaks	218	KM		R
					14% VAT	R
					TOTAL	R

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

2. \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_  
 p.p. TRANSNET FREIGHT RAIL

2. \_\_\_\_\_ DATE: \_\_\_\_\_

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**SECTION 4: SIKAME TO HLOBANE**

ITEM No..	REFERENC E CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts	60	KM		R
2	B.9.4	Fire Breaks	60	KM		R
					14 % VAT	R
					TOTAL	R

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

2. \_\_\_\_\_  
 DATE: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_  
 \_\_\_\_\_  
 p.p. TRANSNET FREIGHT RAIL

2. \_\_\_\_\_  
 DATE: \_\_\_\_\_

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## **SECTION 7**

**RFQ NUMBER 165**

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE  
BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR**

### **GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 attached hereto.**

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## SECTION 8

RFQ NUMBER 165

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE  
BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR**

### **STANDARD TERMS AND CONDITIONS OF CONTRACT**

### **FOR THE PROVISION OF SERVICES TO TRANSNET**

**Refer Form US7 attached hereto.**

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

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



## SECTION 9

RFQ NUMBER 165

### PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR

#### CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

1. ....
2. ....

Representative(s) of .....  
(name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms of this RFQ on .....2009.

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.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



## SECTION 10

RFQ NUMBER EMPBB165

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE  
BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR**

### 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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## **SECTION 11**

**RFQ NUMBER EMPBB165**

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE  
BETWEEN PIET RETIEF AND BLOUBANK FOR A PERIOD OF ONE YEAR**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE**

**Refer Form E4E attached hereto.**

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