



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

TENDER SUBMISSION

TENDER NO.: RFQ NUMBER EMPBB175

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

REQUEST FOR QOUTATION (“RFQ”)

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TRF, CONTROLLED BY DE IN EMPANGENI FOR A PERIOD OF TWO YEARS.

ISSUE DATE : 09 February 2010
CLOSING DATE : 16 March 2010
CLOSING TIME : 10H00
OPTION DATE : 22 June 2010

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



RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

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 EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

NOTICE TO BIDDERS

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

On or after 09 February 2010 the RFQ documents may be inspected at, and are obtainable from the office of The Chairman, Transnet Freight Rail, Room 201-F, Malate House, 4 Kiewiet Street, Empangeni, 3880 on payment of an amount R150.00 (VAT inclusive) (per set) to be made to Freight Rail at the Standard Bank, account number 203158598 Branch Code 4805, ref no EMPBB175. **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.**

Documents will only be available and must be collected until the 12 February 2010 before 15H00.

(NB: No tenders will be issued after this deadline) For enquiries regarding collection of documents, contact the following number: Barbara Bhengu, telephone No. **035 906 7669**. (Prospective tenderers are to fax through a copy of the deposit slip to 011 774 9815, attention B.Bhengu to reserve a document.)

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 Tuesday, 16 February 2010, at the Transnet Freight Rail, Infra Planning Office, Big Boardroom, Empangeni Infra Maintenance, Empangeni, 3880, at 09h30. After the briefing session, sites will be visited. The visit will also be compulsory (**Respondent to provide own transportation and accommodation**).

Only Tenderers who had already paid for and collected tender documents will be allowed at the briefing

session and **no tenders will be sold at the briefing session.**

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

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:

RFQ No	: EMPBB175
Description	: Management of all vegetation and overgrowth on the service roads and at the level crossings, that occur in the boundary of TRF, controlled by DE, in Empangeni.
Closing date and time	: 16 March 2010 10h00
Closing address (refer options paragraph 4 below)	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the 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 Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in 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:

**THE CHAIRMAN
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR, INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

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

- 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.



**THE CHAIRMAN
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR, INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 16 March 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 subcontractor(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>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
--



- 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.

DTI BBBEE UNIQUE PROFILE NUMBER:
--

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 QOUTATION BEING REJECTED**

Respondent's Signature

Date and Company Stamp



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.....



**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**

PREVIEW COPY ONLY



SECTION 2

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

Management of all vegetation and overgrowth on the service roads and at the level crossings, that occur in the boundary of TFR, controlled by DE, in Empangeni for a period of two years.

2. A. SCOPE OF REQUIREMENTS

A1. SCOPE OF WORK

- A1.1. The scope of work consists of the management of all vegetation and overgrowth on the service roads and at the level crossings that are located along the Transnet Freight Rail line, these service roads and level crossings occur in the boundaries of Transnet Freight Rail that are controlled by the Depot Engineer, Empangeni.
- A1.2. The essence of the contract is that TFR requires the service roads to provide proper and easy access as well as clear visibility at level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in the terms of the contract are free from any form of vegetation (dead or otherwise) which may be obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities for the duration of the contract.
- A1.3. The ways and means by which the above-mentioned results are obtained are the responsibility of the contractor. TFR however will not permit control by means chemical methods and shall have the right to monitor the materials and activities of the contractor. Such right of monitoring shall be entirely without prejudice to TFR and shall in no way relieve the contractor of his/her responsibility for satisfactorily control of vegetation.
- A1.4. The performance due by the contractor shall include any work arising from or incidental to the above or required of the contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.



A1.5. For the purpose of this contract the Technical Officer shall be the Assistant Manager (Technical Support) or any person lawfully designated by him in that capacity.

A2. SUFFICIENCY OF TENDER

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

A3. DURATION OF THE CONTRACT

The work provides for the control of vegetation as specified under the scope of work, for a period of two years (24 months) commencing on the date of notification of acceptance of tender with TFR.

A4. GENERAL

Tenderers are required to tender for all the areas quoted in the Schedule of Prices. TFR may conclude one or more contracts as a result of this tender.

A5. GUARANTEES

A5.1 The security referred to in clause 27.1 of the E 5 (M.W.) shall be equal to 10 per cent (10%) of the total contract value and shall be provided before any work is carried out.

A5.2 Retention money (see clauses 27.2 and 27.3 of the E5 (M.W.)) will not be deducted from payments.

A6. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

A6.1 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot.

A7. TO BE PROVIDED BY THE CONTRACTOR

A7.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his/her employees.

A7.2 The Contractor shall provide his/her employees with high visibility garments. The high visibility garment is to be worn by the employees at all times when on site.

A7.3 When required the contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be complied by the contractor and implemented before any work commences. The



procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before proceeds.

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

- A7.4 The Contractor shall provide his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

A8 SCHEDULE OF QUANTITIES AND PRICES

- A8.1 The schedule of quantities depicts the kilometre points of each level crossing as well as the sites and extent of the service road sections. The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the works.

- A8.2 The Tenderers shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of work in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

- A8.3 The short descriptions of the items in the schedule are for identification purposes only. The E.5 (MW) together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be compiled within carrying out the contract. The cost of complying with all the conditions, obligations, liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Quantities and Prices.

- A8.4 Items classified as “provisional work lots” in the Schedule of Prices indicate that there is no certainty about the amount of work, which will be required. In this contract the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually and clause 29 of the E5. (MW) shall apply in respect thereof. These areas will be measured per provisional work lot as defined in part B of the Special Conditions of the Contract and Specifications.

A9 CONTRACT PRICE ADJUSTMENT FORMULA

- A9.1 A contract price adjustment factor to be determined in accordance with the formula described in 9.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**



The contract price adjustment factor shall be -

$$(1 - x) \left(0.40 \frac{L_t}{L_o} + 0.30 \frac{P_t}{P_o} + 0.30 \frac{D_t}{D_o} - 1 \right)$$

where **x = 0,15** and

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

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

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

- . *L_o* and *L_t* shall be the labour indices for Metropolitan Areas (P0141.1 Table 21).
- . *P_o* and *P_t* shall be the average of the price indices of Non-Electrical Machinery multiplied by a equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 item 2.16 and 2.21 respectively).
- . *D_o* and *D_t* shall be the price indices of "Diesel Oil - Witwatersrand" (P0142.1 Table 16).

When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

A9.3 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

A9.4 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

A9.5 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.



A10 SITE BOOKS

- A10.1 The Site Instruction Book, referred to in clause 13.3 of the E5 (MW) shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked “Site Instruction Book”.
- A10.2 The site diary referred to in clause 13.3 of the E.5 (MW) (NOV. 1996) shall be clearly marked “Day Book”. At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and the Technical Officer or his/her deputy shall sign across the line. If no entry was made, a “nil” return must be entered and signed. Any claim arising from delays that cannot be substantiated by reference to the site diary will not be considered.
- A10.3 This site diary shall serve as a daily record of all the relevant information concerning site conditions prevailing on site.
- A10.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- A10.5 Receipt of materials supplied by TFR shall be recorded in the “Day Book”.

A11 EVALAUTION OF TENDERS

- A11.1 Tenderers may submit alternatives to the methods described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programmes and TFR resources for the contract, will be considered during evaluation of tenders.

A12 SITE MEETINGS

- A12.1 The Contractor shall attend site meetings when required. These meetings will be held under the chairpersonship of the Technical Officer or his/her deputy. When the sub-contractors are required to attend, the Contractor shall ensure their attendance.

A13 PENALTIES FOR LATE COMPLETION

- A13.1 The provisions pertaining to “penalties for late completion” stipulated in the E5 (MW) of the Contract agreement shall not apply to this contract.

B: PROJECT SPECIFICATION

B1 SCOPE

- B1.1 The scope of the work consists of the control of vegetation at level crossings and service roads as indicated in the Schedule of Quantities and prices.



- B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in the terms of the contract.
- B1.3 Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.

B: PROJECT SPECIFICATION

B2 DEFINITIONS

B2.1 CONTROL

Control is achieved when the following results are visible:

- The vegetation must be cut to a height not exceeding fifty millimetres (50mm) from ground level.
- The width of the service road, which is the width of the cut vegetation, should not be less than 3 metres (3m).
- All vegetation (trees less than 3m in height, shrubs, hedges, etc.) and overhanging branches that fall within the 3m section of the service road or within the designated cut area of the level crossings and in any way hampers accessibility and/or visibility for vehicle traffic must be cut and removed.

B2.2 CLEAN LEVEL CROSSING

B2.2.1 The successful control of vegetation at a railway level crossing is to: Give motorists a clear vision of at least 320 meters to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign (see Part D : Diagram D1).

B2.2.2 Level Crossings where control is required may be irregular in shape and will normally be measured per crossing per sketch.

B2.3 CLEAN SERVICE ROADS

A service road will be deemed to be clean if cut according to specification.

B3 METHOD OF VEGETATION CONTROL

B3.1 The contractor's methods and program shall provide rapid and effective control at all level crossings and the service roads, Techniques and programming employed shall therefore be directed at this aim.

B3.2 Burning will not be allowed under any circumstances as a means of control. The making fires on site are also strictly prohibited.



B3.3 The contractor shall not damage existing indigenous vegetation that is not threatening to the normal operation of on-track machinery and vehicles and he/she shall be held responsible for the full reinstatement thereof should avoidable damage of any nature occur.

B3.4 DISPOSAL OF VEGETATIVE MATERIAL

The contractor at no additional cost and shall remove all vegetative matter resulting from the cutting and eradication of obstructing vegetation, declared weeds, and declared plant invaders, from the service roads and the level crossings. No disposal of vegetative matter may be done on adjacent lands.

Suitable areas and/or methods will be agreed to with the technical officer on site prior to disposal of cut material.

B4 STANDARDS OF WORKMANSHIP

B4.1 Control shall be such that there are no dry or dead remains that it constitutes a hazard, hindrance or danger to TFR operations. The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the technical officer.

B4.2 For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices includes all work necessary to achieve the required control.

B5 PROGRAMME OF WORK

B5.1 TFR will submit to the contractor, on acceptance of tender, the programme of works. This will include starting dates of each cut cycle (minimum 5 cuts), and will be deemed to form part of this contract. Included in this contract is a possible sixth cut or portion thereof and will be requested, if required by the Technical Officer. The cut will be paid at the same rate as the original tender.

B6 PERFORMANCE MONITORING AND EVALUATION

B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed vegetation control. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

B6.2 The Technical Officer shall at any time during the operational periods carry out routine inspections of the Contractors performance, methods and procedures.

B6.3 The Technical Officer shall, during the duration of the contract, carry out an official inspection of the work after completion of every cut of the entire contract area, for the purpose of evaluating whether control, as defined has been achieved and measuring progress.



The Technical Officer will inform the Contractor 14 days in advance of the schedule of Official inspections and will arrange the transport such, that adequate space and time is available for the purpose of the inspection.

The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

During each of these inspections the level crossing quadrants and service road areas treated will each be measured and evaluated. A level crossing quadrant and/or service road area that does not comply with the specified level of control will be recorded as remedial work (clause B7).

If the days allowed for the cutting of the entire contract area are exceeded (clause B5.1), those level crossings and service roads will be regarded as remedial work and payment will only be passed at completion.

- B6.4 In the case where the technical Officer and the Contractor fail to agree on whether a treated area has failed, it shall be recorded as a “disputed area” and the contractor shall prepare an appropriate record of all disputed areas in order that such disputes resolution procedures stipulated in the General Conditions of Contract for Maintenance Works, E.5(MW).
- B6.5 The Project Manager reserves the right to forego any inspection by giving the contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion, does not imply that further inspections would not be carried out. It only implies that for that inspection, the project manager will not penalise the contractor for that inspection.

B7 REMEDIAL WORK

- B7.1 Any rejected work or “missed areas” shall be brought up standard within 7 days of being informed by the Technical Officer.
- B7.2 The Contractor shall carry out remedial work to all level crossings and service roads where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth exceeding 300mm in height or any dry or dead growth forming a nuisance or hazard to Spoornet Operations, from the treated level crossings and service roads.

B8 DAMAGE TO FAUNA AND FLORA

- B8.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be treated.



B8.2 The Contactor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals used.

B9 MEASUREMENT AND PAYMENT

B9.1 After completion of each treatment of the entire contract area the Technical Officer or his/her deputy and the contractor will measure the work performed (number of level crossings and area of service road treated). This measurement takes place in concurrence with the official inspections in accordance with clause B6.3. The Contractor will thereafter receive payment for the works done at the rates tendered in the schedule of quantities for all of the approved completed work.

B9.2 All remedial work must be completed before payment will be considered. No reduction in payment will be considered in lieu of uncompleted works per cycle.

B9.3 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials, consumables, Head office overhead costs, the Contractors profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

No additional payment will be made for the procurement, handling transport and incidental costs in the amount tendered for the removal, treatment and disposal of trees and shrubs and other plant material which may occur as the result of removal/cutti

3. GENERAL INFORMATION

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

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

For this contract the service provider (s) shall timorously familiarize himself / herself with the existing conditions of the sites and ensure that his/ her tender prices include all work necessary to achieve the required service.

The service provider (s) is to adhere to the laid down SABS standard with regards to protective clothing, storing of chemical and the use of chemicals.

The person, who will physically apply and use the chemicals, must comply with all legal requirements.

All procedures, alternative procedures, chemicals to be used and additional conditions must be embodied in an accompanying letter.



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)	<u>Beneficiary details</u> : 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 organization.

Accepted:

YES	
------------	--

NO	
-----------	--

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.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days’ notice to the Supplier.

Accepted:

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

7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

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

Accepted:

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

If “yes”, please specify.

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



.....

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

.....

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

.....

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

.....

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:

PREVIEW COPY ONLY

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
- Act 85 Compliance
- Contractor suitability
- Previous performance/ Track record/ References
- Supervisory staff
- BBBEE status of company

PRIEVIEW COPY ONLY



SECTION 3

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

QUOTATION FORM

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

of (full address) _____

carrying on business under style or title of (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 Quotation form; and;-

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

Respondent's Signature

Date and Company Stamp



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

I/We accept that any contract resulting from this offer will be for a period of **2 Years** only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder.

NOTIFICATION OF AWARD OF RFQ

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



PRICE BASIS

- i) The respondent must state hereunder whether the price(s) quoted, is/are firm for the duration of any resulting contract

YES / NO _____

If "NO" for what period are you prepared to hold the prices firm?

Prices must be firm for the first 12 months

- ii) Tenders where firm prices are quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to adjustment.
- iii) If price (s) is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the respondent is specially directed to clause 9 of the Standard Terms and Conditions of Contract, Form US7

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____



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

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

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

REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

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

Name
Address

CONFIDENTIALITY

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



DISCLOSURE OF PRICES TENDERED

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

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

DECLARATION

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

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

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

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

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.

PREVIEW COPY ONLY



RETURNABLE DOCUMENTS

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

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

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 recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 _____ 1 _____

2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

PRIEVIEW COPY ONLY



SECTION 4

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

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

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

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

SIGNED at _____ on this _____ day of _____ 2009

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

SERVICE FEES AND COSTS

SCHEDULE OF QUANTITIES AND PRICES

SERVICE ROADS

FROM	TO	LENGTH (m)	TOTAL (m ²)	RATE PER m ² FOR YEAR 1	VALUE FOR YEAR 1	RATE PER m ² FOR YEAR 2	VALUE FOR YEAR 2	TOTAL VALUE FOR 2 YEARS
EMPANGENI	STANGER	53541	160623					
EMPANGENI	GOLELA	79255	237765					
EMPANGENI	BHIZOLO	4442	13326					
	TOTAL	137238	411714					

LEVEL CROSSINGS

FROM	TO	No. OF CROSSINGS	TOTAL (m ²)	RATE PER m ² FOR YEAR 1	VALUE FOR YEAR 1	RATE PER m ² FOR YEAR 2	VALUE FOR YEAR 2	TOTAL VALUE FOR 2 YEARS
EMPANGENI	GOLELA	72	287263					
EMPANGENI	NKWALENI	56	152299					
EMPANGENI	STANGER	16	44668					
	TOTAL	144	484230					

Respondent's Signature

Date and Company Stamp



TOTAL CONTRACT VALUE	TOTAL FOR YEAR 1	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
SERVICE ROADS			
LEVEL CROSSINGS			
		TOTAL	

 COMPANY

 DATE

WITNESSES: 1. _____

2. _____

PREVIEW COPY ONLY



SECTION 7

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

PREVIEW COPY ONLY



SECTION 8

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

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 EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

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.

PREVIEW COPY ONLY

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 10

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

SCHEDULE OF PLANT

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

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

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

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



SECTION 11

RFQ NUMBER EMPBB175

PROVISION OF MANAGEMENT OF ALL VEGETATION AND OVERGROWTH ON THE SERVICE ROADS AND AT THE LEVEL CROSSINGS, THAT OCCUR IN THE BOUNDARY OF TFR, CONTROLLED BY DE, IN EMPANGENI FOR A PERIOD OF TWO YEARS.

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

PREVIEW COPY ONLY