



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

REQUEST FOR QOUTATION (“RFQ”)

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

ISSUE DATE : 13 July 2010
CLOSING DATE : 17 August 2010
CLOSING TIME : 10h00
OPTION DATE : 07 December 2010

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



RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, 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. Pricing and Delivery Schedule**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate of Attendance of Information Briefing Section**
- 10. Schedule of plants**
- 11. Non Disclosure Agreement**
- 12. Supplier Declaration Form**
- 13. Supplier Code of Conduct**
- 14. E4E ~ Safety arrangement and Procedural Compliance**
- 15. E7/1 ~ Specification for works on, over, under, or adjacent to railway lines and near high voltage equipment**



SECTION 1

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

1. Quotations are requested from interested / selected persons, companies, close corporations or enterprises (hereinafter referred to as the “**Respondent(s)**”) to supply the above-mentioned requirement to TRANSNET Freight Rail.

On or after 13 July 2010 the RFQ documents may be inspected at, and are obtainable from the Reception Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. A non-refundable Quotation fee of R300,00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; EMPBB186-6338 and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on the **26 July 2010**

2. A compulsory briefing session will be conducted at Transnet Freight Rail, Malahle House, Boardroom 253, at **10H00, on the 27 July 2010**

- Respondents failing to attend the compulsory information briefing session will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session
- Respondents to provide own transportation.

The briefing session will start punctually at 10H00 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 email only:

Name	:	Barbara Bhengu
Division	:	Transnet Freight Rail
Phone No	:	035 906 7669
Email	:	Barbara.Bhengu@transnet.net



3. Quotations in triplicate copies must reach the, Chairperson, Transnet Freight Rail 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	: EMPBB186- 6338
Description	: Control and eradication of declared weeds and declared plant Invaders in the rail reserve and infrastructure assets by means of Chemical herbicides in the geographical area controlled by the Depot Engineer, Empangeni.
Closing date and time	: 17 August 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 Chairperson, 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 Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, and should be addressed as follows:

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
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 Office of The Chairman, Transnet Freight Rail and a signature obtained from that Office.



**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

5. Please note that this RFQ closes punctually at 10:00 on Tuesday, 17 August 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 and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

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 R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.



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 (South African National Accreditation System, 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 SANAS 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 SANAS, 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 >R5 million but <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 <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should 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 Tenders / Quotations the percentage of the total contract value which 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-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders 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.

Turnover: Indicate your company’s most recent annual turnover:
R.....

- 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 rating 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 The respondent will provide Transnet with its 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. 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 Secretary of the TRANSNET Freight Rail, at telephone number 011 544 9486 or fax no. 011 774 9760 on any matter relating to its RFQ response.

14. 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.

15. 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.

16. 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.

17. 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 Freight Rail 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**

18. 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.

“PREVIEW COPY ONLY”



19. 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.....

“PREVIEW COPY ONLY”

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 EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

Control and eradication of Declared weeds and Declared plants invaders in the rail reserve and

2. EXECUTIVE OVERVIEW

Most Transnet Freight Rail Operating Divisions currently procure their service requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all Transnet Freight Rail Operating Divisions in locations around the country.

Transnet Freight Rail is seeking a partner(s) to provide solutions for its requirement nationally. It also seeks to improve its current processes for provision of these Services to its end user community throughout its locations.

The selected service provider(s) will share in the mission and business objectives of Transnet Freight Rail. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet Freight Rail and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet Freight Rail to reach higher levels of quality, service and profitability.

Specifically, Transnet Freight Rail seeks to benefit from this partnership in the following ways:

- Transnet Freight Rail must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet Freight Rail must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- Transnet Freight Rail must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- Transnet Freight Rail's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.



- Transnet Freight Rail end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- Transnet Freight Rail must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3. SCOPE OF REQUIREMENTS

3.1. DESCRIPTION OF THE WORKS

3.1.1. EMPLOYERS OBJECTIVE

A. RAIL RESERVE:

The essence of the contract is that Transnet Freight Rail requires the control and eradication of declared weeds and declared invader plants including the management of vegetation in the rail reserve which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks, in yards other areas included in the contract. This includes the management of dead remains of previously living vegetation.

INFRASTRUCTURE ASSETS (SIGNALS, APPARATUS BOXES, SUBSTATIONS AND PATHWAYS)

The essence of the contract is that Transnet Freight Rail requires the control and eradication of all living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks, in yards or other areas included in the contract.

- B.** The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.
- C.** 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.
- D.** The contract will only be awarded to a tenderer who has experience in the application of herbicides in Southern Africa.



3.2. OVERVIEW OF THE WORKS

The contract covers the control and eradication of declared weeds and declared invader plants, including the management of obstructing vegetation by means of chemical herbicides applied by portable and or other approved equipment or method on Transnet property, to the extent that areas treated chemically or otherwise in terms of this contract are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

3.3. EXTENT OF THE WORKS

3.3.1. The scope of the works briefly consist of the following:

- The control and eradication of declared weeds and declared invader plants and the control of obstructing vegetation by means of chemical herbicides in the rail reserve and infrastructure assets as indicated in the Bill of Quantities.
- The execution of the works shall include any work arising from or incidental to the scope of works or required of the Contractor for the proper completion of the contract in accordance with the true meaning and detail of the contract documents.
- The Contractor shall obtain his/her own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards. He/she must also determine the best method to control the vegetation.

3.3.2. This contract covers the control and eradication of declared weeds and declared invader plants and the management of obstructing vegetation by means of chemical herbicides in the rail reserve by means of chemical herbicides applied by portable and/or other approved equipment or method on Transnet property in the geographical area controlled by the Depot Engineer, **Empangeni**, to the extent that area(s) treated chemically or otherwise in terms of this contract are rendered, and maintained, free of unwanted vegetation as defined, for the periods specified herein.

3.3.3. The extent of the work consists of the areas as indicated in the Bill of Quantities and Prices.

3.3.4. 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.

3.4. LOCATION OF THE WORKS

The location of the works is in the geographical area controlled by the Depot Engineer, Empangeni.

3.5. DURATION OF CONTRACT

3.5.1. The work provides for the control and management of vegetation for a period of two years (24months) commencing on the date of notification of acceptance of tender with Transnet Freight Rail.



3.6 DESIGN SERVICES AND ACTIVITY MATRIX

Not Applicable

3.7. EMPLOYERS DESIGN

Not Applicable

3.8. DESIGN BRIEF

Not Applicable

3.9. DRAWINGS

Not Applicable

3.10. DESIGN PROCEDURES

Not Applicable

3.11. GENERAL MAINTENANCE ASPECTS

3.11.1. Work specifications

- Standard Specifications.
The following standard Specifications will be applicable to this contract:
 - SANS 1200A – General
 - SABS Code of Practices no 0206-1983”Safety procedures for the disposal of surplus pesticides and associated toxic waste.”
- Generic Specifications:
The following Generic Specifications will be applicable to this contract:
 - Transnet generic specifications.
E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
 - E7/1 (July 1998); Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

3.11.2. Plant and Material

- Any plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.
The Contractor shall provide written certification of compliance with specification of any



materials (chemical) supplied by him / her.

3.11.3. Construction Equipment

All equipment necessary to execute the works shall be supplied by the contractor.

3.11.4. Existing Services

Reinstatement of services and property damaged during execution of the work.

3.11.5. Any damages caused by the Contractor to Transnet property and services shall be rectified by the Contractor at his own cost and to the full satisfaction of the supervisor.

3.11.6. Site Establishment

3.11.6.1. Services and facilities provided by the employer:

- In the case of a contract for the control and management of vegetation the following will be provided free of charge:
- Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.
- Inspections of the areas of work by motor trolley may be arranged with the Supervisor, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Supervisor shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.
- Any plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.

3.11.7. To be provided by the Contractor

3.11.7.1. 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.

3.11.7.2. The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.



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

3.11.7.4 The Contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the contractor shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Supervisor or his/her deputy.

The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the centre of each work site

3.11.7.5. An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

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

3.12. MANAGEMENT OF THE WORKS

3.12.1 Site Meetings

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Supervisor. These meetings will be conducted to monitor progress and discuss contractual issues when required. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

3.12.2 Site Books

A Site Instruction Book, with triplicate pages shall be provided by the Contractor. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".

A Daily Diary Book with triplicate pages shall be provided by the Contractor and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Bill of Quantities completed for each day shall also be recorded and signed off by both Transnet Freight Rail (TFR) and the Contractor at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947. Any claims arising from



delays that cannot be substantiated by reference to the site diary will not be considered.
Only persons authorised in writing by the Project Manager or Contractor may make entries in the site books.

3.13. PROGRAMME OF WORK

- 3.13.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Supervisor for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.
- 3.13.2 The Contractor is to ensure that there will be no deviation from the standard achieved in accordance with Part C3, Particular Specifications clause 7.1.1. within **120** calendar days from the start date of the contract through to the completion date of the contract.
- 3.13.3 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:
- 3.13.4 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,
- 3.13.5 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
- 3.13.6 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- 3.13.7 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- 3.13.8 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work;
 - monitoring the standard of weed control achieved;
 - identifying any damage or hazards which may have been caused by the weed control operation, and
 - planning of timeous execution of remedial work where control is not being achieved.
- 3.13.9 The Contractor's programme shall allow for commencement with the initial application of chemicals at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than six weeks after commencement of the initial application.
- 3.13.10 The programme shall be based on the quantities and numbers of worklots shown in the Bill of Quantities. In addition to the annual programme provided the Contractor shall submit daily working programmes to the Supervisor, 7 days in advance of the next working week, indicating the specific areas where the



Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without notifying the Supervisor, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

3.14. PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS

- 3.14.1. The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 3.14.2. The Supervisor shall at any time during the application periods carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor and he/she may be ordered by the Supervisor to re-treat entire worklots or sections where such chemicals were applied.
- 3.14.3. The Supervisor will during the duration of the contract period carry out ~~six~~ official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. 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 Supervisor.
- 3.14.4. The first inspection shall be done after completion of the Contractor's initial treatment programme that is within **120 days as stated in clause 5.3.2** and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved.
- 3.14.5. The second inspection shall be done at, or within [8] months after commencement of the contract and after the Contractor has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 3.14.5. The third inspection will be carried out at, or within [11] months after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 3.14.6. The fourth inspection will be carried out at, or within [16] months after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 3.14.7. The fifth inspection will be carried out at, or within [20] months after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.
- 3.14.8. The sixth inspection will be carried out at, or within [23] months after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.



weeks.

3.14.9. During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a “rejected worklot”.

3.14.10. The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.

The rejection by the Supervisor of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

3.14.11. In the case where the Supervisor and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a “disputed worklot” and the Contractor shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Core Clauses (W1) of the ECC 3.

3.15. REMEDIAL WORK

3.15.1. The Contractor shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 500mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated worklots.

3.15.2. The Supervisor may, at any time after the first measurement order the Contractor to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Supervisor for his/her approval. Failing to do so the Supervisor may arrange for such action to be carried out by others at the cost of the Contractor.

3.15.3. Fire may not be used as a method of vegetation control or as a method of remedial action.

3.16. ENVIRONMENTAL REQUIREMENTS

3.16.1. Compliance with Statutes



3.16.1.1. The Contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

3.16.1.2. Where herbicides are use the Contractor's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

In the event of herbicide application taking place on numerous sites at the same time, the contractor must ensure that there is a registered Pest Control Operator on each site.

3.17. DAMAGE TO FAUNA AND FLORA

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

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

3.17.3. Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

3.17.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.



3.17.5 The Contractor shall take the presence of drainage works in the areas listed into account and shall ensure that no water-borne movement of herbicides is possible.

3.18. PARTICULAR SPECIFICATION

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

3.18.1. DEFINITIONS

- **Supervisor.** Any person appointed by the Employer to deputise for him/ her in supervising and carrying out the contract.

3.18.2. CONTROL

3.18.2.1. Control is achieved when all existing or potential growth of the declared weeds and declared plant invaders are permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- the constituent parts of the declared weeds and declared plant invaders occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- declared weeds and declared plant invaders has been cut back to a height of 0.5 metre and that the remaining stumps cease to exist as living organisms or entities; and
- no new growth, such as seedlings or saplings, of declared weeds or declared plant invaders, of any height occur; and
- there are no dead or dry remains of the vegetation within the treated area (worklot) which may constitute a hazard, danger, or hindrance to Transnet Freight rail's personnel, assets, equipment, trucks or operations.

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

3.18.2.3. All vegetative matter produced as a result of cutting of trees and shrubs must be removed from all cuttings.

3.18.2.4. All vegetative matter produced as a result of cutting of trees and shrubs must be removed from the top two meters of the bank.

3.18.3. WORKLOTS

3.18.3.1. A WORKLOT is a subdivision of any area on which the Contractor shall control vegetation.



- A worklot is areas of 250m² each and shall be measured starting at 3 meters from the center of the track,
 - 10 meters towards the fence line and 25 meters long (measured parallel to the direction of the track), in non-residential areas.
 - The total area to the fence line, measured parallel to the direction of the track to equal 250m² each in residential areas.
- Worklots are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 250 square metres.
- Where control is required worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Supervisor shall decide in advance and advise the Contractor accordingly, of the method of measurement to be adopted in any particular area.
- Worklots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.

3.18.3.2. A provisional worklot is any area or combination of areas, which is not necessarily intended to be controlled annually.

However, if any provisional worklot has been sprayed under this contract the previous year and the same worklot is again sprayed the next year, payment for the second and consecutive years sprayed would be at the normal rate applicable for that area and the work would be considered as additional work to the Bill of Quantities.

3.18.3.3. Formation is the finished earthworks surface upon which the track is laid.

3.18.3.4. Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

3.18.3.5. Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance mark of the facing points.

3.18.3.6. Depots areas / Infrastructure Assets are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads and railway tracks within the railway reserve.

This may also include radio masts, signal equipment, relay stations and electrical sub-stations and other specified areas outside the railway reserves.



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

3.18.3.8. Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

3.18.3.9. A staked cable route is the area directly beneath or adjacent to places where signal or other cables are suspended above ground level. Such routes are not necessarily adjacent to track work.

3.18.3.10. Residential areas and non-residential areas will be defined in the Bill of Quantities.

3.18.4. OBSTRUCTING VEGETATION

3.18.4.1. This includes all vegetation of the following nature:

3.18.4.2. Overhead cables must be free of all vegetative matter within a 5m radius.

3.18.4.3. All protruding vegetation (inclusive of overhanging canopies but excluding grass) within 6m from the centre of the track.

3.18.4.4 All vegetation obstructing the line of sight of essential rail traffic signage.

3.18.4.5. All other vegetation as pointed out by the Technical Officer that is deemed threatening to the normal operation of the track.

3.18.5. METHOD OF VEGETATION CONTROL

3.18.5.1. The Contractor's methods and program shall provide rapid and effective control in all areas as defined. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

3.18.5.2. Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in 7.3.1.1 will be permitted.

3.18.5.2. Vegetation control and management in terms of the contract will normally be required in respect of the areas, where applicable. The type of herbicides and the methods of application to be employed are as specified T2.1 (Returnable Documents) and are subject to the approval of, and monitoring by the Supervisor.

3.18.5.3. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and



recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.

3.18.5.4. Any deviation from the method of work or use of herbicides submitted as per T2.1 (Returnable Documents) by the Contractor shall be subject to the approval of the Supervisor.

3.18.6. STANDARDS OF WORKMANSHIP

3.18.6.1. Standard of vegetation control for individual worklots.

3.18.6.2. Vegetation control shall be such that there is no live declared weeds and declared invader plants exceeding 500mm in any dimension, occurring in the worklot.

This excludes overhanging canopy growth of plants : -

- (i) with rootstock established entirely outside the worklot.
- (ii) with rootstock established on the boundary of the worklot, provided that:
 - control was achieved over the remainder of the worklot.
 - a clear spray line is visible, showing that herbicide was effectively applied over the entire worklot.
 - the Contractor took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly
 - the boundary concerned is not the boundary of an adjoining worklot.

This exception does not apply in the case of creeping grasses (e.g. Cynodon) with nodal rooting within the worklot even though such growth may originate from a plant outside the worklot.

3.18.6.3. In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 500mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Supervisor.

3.18.6.4. Manual removal of vegetation

Suitable areas and/or methods will be agreed with the Supervisor on site prior to the disposal of cut material. Vegetative matter to be removed is not allowed to take place across the railway lines without the necessary protection in place and agreed by the Supervisor.

No felling or hoeing of vegetation will be allowed during the two months preceding final inspection. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All lots where such hoeing and felling or herbicides application were done will be rejected.



For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices for the first year only, includes all work necessary to achieve the required control, e.g. slashing and removal of debris before or just after spraying. The intention to slash and remove should be cleared with the Supervisor prior to work starting.

3.18.6.5. Overall control

3.18.6.6. The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

$$Overall\ Control = \frac{(Worklots\ treated - Worklots\ rejected)}{Worklots\ treated} \times 100$$

3.18.6.7. The standard of "Overall Control" to be provided on each district by the Contractor shall be:

YEAR	1	2
Minimum % of the total work, which shall comply, with the standard of control for individual work lots.	80	90

3.18.6.8. Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor, which will entitle the Employer to act in terms of clause 91.2(Core Clauses) of the ECC3 General Conditions of Contract.

3.19. GENERAL SPECIFICATIONS

3.19.1. General specifications

3.19.1.1. E4E (January 2004) – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.

3.19.1.2. Specification E7/1 (Jul 1998): Specification for works on, over, under or adjacent to Railway lines and near high voltage.



3.19.2. HEALTH AND SAFETY

- 3.19.2.1.** The Contractor shall at all time comply with safety rules, regulations and legislation, as well Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).
- 3.19.2.2.** The Contractor shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Contractor must conduct his own formal risk assessment to identify all risks. The Contractor is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g
 - Working with herbicides
 - live OHTE
 - Executing work on one line while a normal train service is running on adjacent line/s
 - Sanitation and refuse disposal as a threat to the environment.
- 3.19.2.3.** The Contractor shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 3.19.2.3.** The Contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before The start of every shift.
- 3.19.2.4.** The Contractor shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.
- 3.19.2.5.** The Contractor shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.
- 3.19.2.6.** The Contractor shall also be responsible to ensure that contract managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).
- 3.19.2.7.** Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 3.19.2.8.** Where training is required by the Contractor and Transnet Freight Rail (TFR) is committed to provide training, the Contractor shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the Contractor shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Supervisor, for this training / testing.



The following training shall be arranged for the following Contractors staff:

Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all Contractors staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. Accredited Electrical trainer / Depot's Electrical Supervisor.	<ul style="list-style-type: none"> All workers and staff working on the contract
B) COM Competency (Electrical) (To follow A)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = 1 day Accredited Electrical trainer	Supervisor (Responsible person in charge at machine working)

The electrical awareness training must be arranged for beforehand on-the-job.

The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Contractors choice (Contractors cost).

4. GENERAL INFORMATION

It is required that all Transnet Freight Rail will be included in the scope of this Qoutation.

The service provider(s) shall be fully responsible to Transnet Freight Rail 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.

5. 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 Freight Rail 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)

6. 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 Freight Rail 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:

YES	NO
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7. 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:
 - Pick perfect rate/quantity/specifications
 - On-time deliverables
- 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	

8. 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	
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NO	
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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.



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9. 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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10. 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



11. EVALUATION CRITERIA

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

- Pricing - Whilst not the sole factor for consideration, competitive pricing and overall level of discounts will be critical in indicating how much you value TRANSNET Freight Rail's business
- Service level guarantees
- Ordering process and reporting to capture, properly discount, and report all TRANSNET Freight Rail spend.
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- Fixed pricing for one year
- BBBEE status of company and/or Social Obligations (CSDP)
- Country-wide network (national footprint)
- Additional value-added services

“PREVIEW COPY ONLY”



SECTION 3

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, 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;-

Respondent's Signature

Date and Company Stamp



I/We accept that unless Transnet should otherwise decide 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 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 Qoutations afresh and/or having to accept any less favourable Qoutation.

I/We accept that any contract resulting from this offer will be for a period of **TWO 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 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 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 Qoutations 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 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

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

“PREVIEW COPY ONLY”

Respondent’s Signature

Date and Company Stamp



REGISTRATION CERTIFICATE

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

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



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 Freight Rail 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"

Respondent's Signature

Date and Company Stamp



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 TENDER Documents – Section 5	√
Pricing & Delivery Schedule - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of Information Briefing Section – Section 9	√
Schedule of plant – Section 10	√
Non-Disclosure Agreement – Section 11	√
Supplier Declaration Form Version 7.2 – Section12	√
Supplier code of Conduct – Section 13	√
E4E – Section 14	√
E7/1 – Section 15	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Letter with the company letter head	√
Certified copy of share certificate of Shareholders, CK1/ CK2 (if CC)	√
Certified copy of certificate of incorporation, CM29/ CM9 (name change)	√
Certified copy of Identity documents of Shareholders/ Directors/Members	√
Original cancelled cheque or letter from the bank verifying banking details	√
Schedule of the Tenderers experience	√
Proposed amendments and qualifications	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 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 _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 _____ 1 _____

2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

“PREVIEW COPY ONLY”



SECTION 4

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, 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 EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, 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 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 _____ 2010

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

SERVICE FEES AND COSTS

1 WORKLOT = 250 m²

ITEM NO	SECTION	UNIT	ANNUAL WORKLOTS	RATE PER WORKLOT YEAR 1	TOTAL FOR YEAR 1	RATE PER WORKLOT YEAR 2	TOTAL FOR YEAR 2	TOTAL FOR 2 YEARS
C1	Empangeni to Golela	W/L	13604.72					
C2	Empangeni to Stanger	W/L	7725.76					
C3	Empangeni to Nkweleni	W/L	3000.98					
C4	RBJ to the Harbour boundry	W/L	490.84					
C5	Nseleni to RBM	W/L	500.32					
C6	Signals, App/boxes & paths	W/L	17.40					
C7	Sub-stations	W/L	29.53					
	TOTAL		25369.55					

Respondent's Signature

Date and Company Stamp



QUANTITIES

C1: WEED CONTROL - RAIL RESERVE

EMPANGENI to GOLELA SECTION

NOTE : 1 x worklot = 250 sq m - measured 25m along the track and 10m deep - starting 3m from center-line of track

From	To	km from	km to	-Bridge / Tunnel (m)	Metres	Square Metres	Annual Worklots
Empangeni	Nsesi	0.573	11.799	1 796	9430	188590	754.36
Nsesi	Yard	11.799	16.964	2 069	3096	61920	247.68
Nsesi	Nseleni	16.964	19.843	150	2729	54580	218.32
Nseleni	Yard	19.843	20.723	0	880	8800	35.20
Nseleni	Mposa	20.723	24.609	33	3853	77060	308.24
Mposa	Yard	24.609	25.133	0	524	10480	41.92
Mposa	Kwambonambi	25.133	28.374	39	3202	64040	256.16
Kwambonambi	Yard	28.374	29.441	0	1067	21340	85.36
Kwambonambi	Penicuik	29.441	32.924	20	3463	69260	277.04
Penicuik	Yard	32.924	33.364	0	440	8800	35.20
Penicuik	Teza	33.364	39.925	0	6561	131220	524.88
Teza	Yard	39.925	40.724	0	799	7990	31.96
Teza	Haig	40.724	48.232	173	7335	146700	586.80
Haig	Yard	48.232	48.918	0	686	13720	54.88
Haig	Mtubatuba	48.918	55.745	806	6021	120420	481.68
Mtubatuba	Yard	55.745	56.482	0	737	7370	29.48
Mtubatuba	Dukuduku	56.482	62.311	11	5818	116360	465.44
Dukuduku	Yard	62.311	62.742	0	431	4310	17.24
Dukuduku	Pvt Sdg 2076	62.742	67.653	0	4911	98220	392.88
Pvt Sdg 2076	Yard	67.653	67.910	0	257	2570	10.28
Pvt Sdg 2076	Fernwood	67.910	74.470	0	6560	131200	524.80
Fernwood	Yard	74.470	75.537	0	1067	10670	42.68
Fernwood	Nyalazi River	75.537	82.076	15	6524	130480	521.92
Nyalazi River	Yard	82.076	82.839	0	763	15260	61.04
Nyalazi River	Bushlands	82.839	97.068	317	13912	278240	1112.96
Bushlands	Yard	97.068	98.131	0	1063	10630	42.52
Bushlands	Hluhluwe	98.131	106.870	36	8703	174060	696.24
Hluhluwe	Yard	106.870	107.987	0	1117	11170	44.68
Hluhluwe	Ngweni	107.987	118.143	64	10092	201840	807.36

Respondent's Signature

Date and Company Stamp



WEED CONTROL - RAIL RESERVE

EMPANGENI to GOLELA SECTION

NOTE : 1 x worklot = 250 sq m - measured 25m along the track and 10m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
Ngweni	Yard	118.143	119.216	0	1073	21460	85.84
Ngweni	Mhlosinga	119.216	129.075	0	9859	197180	788.72
Mhlosinga	Yard	129.075	130.156	0	1081	21620	86.48
Mhlosinga	Bayala	130.156	141.615	61	11398	227960	911.84
Bayala	Yard	141.615	143.082	0	1467	29340	117.36
Bayala	Sihlepu	143.082	152.618	66	9470	189400	757.60
Sihlepu	Yard	152.618	153.962	0	1344	26880	107.52
Sihlepu	Mkuze	153.962	167.472	11	13499	269980	1079.92
Mkuze	Yard	167.472	168.174	0	702	7020	28.08
Mkuze	Nkonkoni	168.174	177.000	165	8661	173220	692.88
Nkonkoni	Yard	177.000	178.128	0	1128	22560	90.24
Nkonkoni	Game Reserve	178.128	178.340	12	200	4000	16.00
Game Reserve	Golela	208.250	209.913	0	1663	33260	133.04
TOTALS					173586	3401180	13604.72

C2: WEED CONTROL - RAIL RESERVE

EMPANGENI to STANGER SECTION

NOTE : 1 x worklot = 250 sq m - measured 25m along the track and 10m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
Empangeni	Ninians	0.783	3.486	0	2703	54060	216.24
Ninians	Yard	3.486	3.969	0	483	9660	38.64
Ninians	Felixton	3.969	7.796	9	3818	76360	305.44
Felixton	Yard	7.796	8.274	0	478	4780	19.12
Felixton	Mzingwenya	8.274	12.06	286	3500	70000	280.00
Mzingwenya	Yard	12.060	13.207	0	1147	22940	91.76
Mzingwenya	Port Durnford	13.207	18.943	0	5736	114720	458.88



WEED CONTROL - RAIL RESERVE

EMPANGENI to STANGER SECTION

NOTE : 1 x worklot = 250 sq m - measured 25m along the track and 10m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
Port Durnford	Yard	18.943	19.859	0	916	18320	73.28
Port Durnford	Fort Napoleon	19.859	23.420	10	3551	71020	284.08
Fort Napoleon	Yard	23.420	24.244	0	824	16480	65.92
Fort Napoleon	Mtunzini	24.244	28.028	145	3639	72780	291.12
Mtunzini	Yard	28.028	28.944	0	916	9160	36.64
Mtunzini	Hudley	28.944	35.731	12	6775	135500	542.00
Hudley	Yard	35.731	36.522	0	791	15820	63.28
Hudley	Fairbreeze	36.522	41.032	0	4510	90200	360.80
Fairbreeze	Yard	41.032	41.947	0	915	18300	73.20
Fairbreeze	Nyesane	41.947	44.837	149	2741	54820	219.28
Nyesane	Yard	44.837	45.597	0	760	15200	60.80
Nyesane	Gingindlovu	45.597	48.632	13	3022	60440	241.76
Gingindlovu	Yard	48.632	49.794	0	1162	11620	46.48
Gingindlovu	Amatikulu	49.794	54.769	23	4952	99040	396.16
Amatikulu	Yard	54.769	55.606	0	837	8370	33.48
Amatikulu	Ginnery	55.606	59.367	276	3485	69700	278.80
Ginnery	Yard	59.367	60.190	0	823	16460	65.84
Ginnery	Nyoni	60.190	62.984	168	2626	52520	210.08
Nyoni	Yard	62.984	63.772	0	788	7880	31.52
Nyoni	Isithebe	63.772	67.767	0	3995	79900	319.60
Isithebe	Yard	67.767	68.808	0	1041	20820	83.28
Isithebe	Mandini	68.808	71.881	0	3073	61460	245.84
Mandini	Yard	71.881	72.893	0	1012	10120	40.48
Mandini	Tugela	72.893	78.745	530	5322	106440	425.76
Tugela	Yard	78.745	79.645	0	900	18000	72.00
Tugela	Zinkwazi	79.645	87.720	586	7489	149780	599.12
Zinkwazi	Yard	87.720	88.520	0	800	16000	64.00
Zinkwazi	Darnall	88.520	91.677	20	3137	62740	250.96
Darnall	Yard	91.677	92.808	0	1131	11310	45.24

Respondent's Signature

Date and Company Stamp



WEED CONTROL - RAIL RESERVE

EMPANGENI to STANGER SECTION

NOTE : 1 x worklot = 250 sq m - measured 25m along the track and 10m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
Darnall	New Guelderland	92.808	98.348	186	5354	107080	428.32
New Guelderland	Yard	98.348	99.156	0	808	16160	64.64
New Guelderland	Stanger	99.156	103.003	73	3774	75480	301.92
TOTALS					99734	1931440	7725.76

C3: WEED CONTROL - RAIL RESERVE

EMPANGENI to NKWALINI SECTION

NOTE : 1 x worklot = 250 sq m - measured 40m along the track and 6.25m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
Empangeni	Mandosi	0.573	6.151	17	5561	69512.50	278.05
Mandosi	Yard	6.151	6.381	0	230	2875.00	11.50
Mandosi	Magazula	6.381	9.123	0	2742	34275.00	137.10
Magazula	Yard	9.123	9.283	0	160	1040.00	4.16
Magazula	P. S. 2043	9.283	11.824	0	2541	31762.50	127.05
P. S. 2043	Yard	11.824	11.996	0	172	1118.00	4.47
P. S. 2043	Ngqwatayi	11.996	13.059	0	1063	13287.50	53.15
Ngqwatayi	Yard	13.059	13.273	0	214	2675.00	10.70
Ngqwatayi	Mevamhlope	13.273	15.073	12	1788	22350.00	89.40
Mevamhlope	Yard	15.073	15.781	0	0	0.00	0.00
Mevamhlope	Nyoka	15.781	18.607	0	2826	35325.00	141.30
Nyoka	Yard	18.607	18.820	0	213	1384.50	5.54
Nyoka	Ngogodo	18.82	24.038	0	5218	65225.00	260.90
Ngogodo	Yard	24.038	24.245	0	207	1345.50	5.38
Ngogodo	Nkomboshe	24.245	27.414	0	3169	39612.50	158.45
Nkomboshe	Yard	27.414	27.650	0	236	1534.00	6.14
Nkomboshe	Heatonville	27.650	28.176	0	526	6575	26.30



WEED CONTROL - RAIL RESERVE

EMPANGENI to NKWALINI SECTION

NOTE : 1 x worklot = 250 sq m - measured 40m along the track and 6.25m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
Heatonville	Yard	28.176	28.594	0	0	0.00	0
Heatonville	Manyela	28.594	33.839	13	5232	65400.00	261.60
Manyela	Yard	33.839	34.203	0	364	2366.00	9.46
Manyela	Dumezwini	34.203	37.065	0	2862	35775.00	143.10
Dumezwini	Yard	37.065	37.273	0	208	1352.00	5.41
Dumezwini	Mtimona	37.273	40.314	0	3041	38012.50	152.05
Mtimona	Yard	40.314	40.581	0	267	1735.50	6.94
Mtimona	Kwa-yaya	40.581	42.703	14	2108	26350.00	105.40
Kwa-yaya	Yard	42.703	43.320	0	617	4010.50	16.04
Kwa-yaya	Nsimbakazi	43.320	44.909	0	1589	19862.50	79.45
Nsimbakazi	Yard	44.909	45.444	0	535	3477.50	13.91
Nsimbakazi	Nkwenkwe	45.444	51.687	191	6052	75650.00	302.60
Nkwenkwe	Yard	51.687	51.920	0	233	1514.50	6.06
Nkwenkwe	Dukaneni	51.920	54.630	0	2710	33875.00	135.50
Dukaneni	Yard	54.630	55.210	0	580	3770.00	15.08
Dukaneni	Bedlane	55.210	59.260	47	4003	50037.50	200.15
Bedlane	Yard	59.260	59.610	0	0	0.00	0.00
Bedlane	Mganu	59.610	60.958	34	1314	16425.00	65.70
Mganu	Yard	60.958	61.179	0	221	1436.50	5.75
Mganu	Nkwalini	61.179	63.990	0	2811	35137.50	140.55
Nkwalini	Yard	63.990	64.630	0	640	4160.50	16.64
TOTALS					62253	750245	3000.98

Respondent's Signature

Date and Company Stamp



C4: WEED CONTROL - RAIL RESERVE

R B J to HARBOUR BOUNDARY

NOTE : 1 x worklot = 250 sq m - measured 25m along the track and 10m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
R B J	Harbour	0.00	6.61	0	6610	122710	490.84
TOTALS					6610	122710	490.84

C5: WEED CONTROL - RAIL RESERVE

NSELENI to R B M

NOTE : 1 x worklot = 250 sq m - measured 25m along the track and 10m deep - starting 3m from center-line of track

From	To	km from	km to	- Bridge/Tunnel	Metres	Square Metres	Annual Worklots
Nseleni	R B M	0.00	6.681	0	6681	125080	500.32
TOTALS					6681	125080	500.32

TOTAL FOR DISTRICT		METRES	SQUARE M	ANNUAL WORKLOTS
EMPANGENI	GOLELA	173586	3401180	13604.72
EMPANGENI	STANGER	99734	1931440	7725.76
EMPANGENI	NKWALINI	62253	750245	3000.98
R B J	HARBOUR	6610	122710	490.84
NSELENI	R B M	6681	125080	500.32
FULL DISTRICT TOTALS :		348864	6330655	25322.62

Respondent's Signature

Date and Company Stamp



C6.1 WEED CONTROL: SIGNALS, APPARATUS CASES AND PATHWAYS: EMPANGENI

Mast	Signal No:	Signals	m ²	Cases	m ²	m ² of path	Total m ²	
2'/11	EPG 120/124	2	10	2	10	20 X 1.5	70	EPG North
1'/12	EPG 140/144	2	10	2	10	5 X 1.5	47.5	
1'/7	EPG 160/164	2	10	4	10	20 X 1.5	90	
0'/28		2	10	2	10	20 X 1.5	70	
0'/26	EPG 346/348	2	10	2	10	20 X 1.5	70	
0'/24	EPG 240	1	10	3	10	5 X 1.5	55	
0'/25				1	10		10	
0'/22				2	5		10	
0'/21				1	10		10	
0'/20				1	10		10	
0'/16				3	10		30	
0'/11				4	10		40	
0'/7	EPG 258	1	10				10	
0'/14	EPG 636	1	5	4	10		45	EPG South
0'/18				1	10		10	
0'/15				2	10		20	
0'/19						10 X 1.5	15	
0'/21				3	10	10 X 1.5	45	
0'/23						10 X 1.5	15	
0'/25				4	10	10 X 1.5	55	
0'/27	EPG 660/764	2	10	2	10		40	
0'/29	EPG 656/658	2	10	2	10	10 X 1.5	55	
1'/2	EPG 716/718	2	10	2	10	10 X 1.5	55	
1'/10	EPG 840/844	2	10	4	10	20 X 1.5	90	
1'/18	EPG 860/864	2	10	2	10	20 X 1.5	70	
						TOTAL	1037.5	

C6.2; WEED CONTROL: SIGNALS, APPARATUS CASES AND PATHWAYS: NKWALENI

Respondent's Signature

Date and Company Stamp



Mast	Signal No	Signals	m ²	Cases	m ²	m ² of path	Total m ²
A7306				10	1	10 X 1.5	25
A7307/8	EPG 152	1	10	10	2	10 X 1.5	45
A7309/11				10	2	10 X 1.5	35
A7313/14/15	EPG 352	1	10	10	3	10 X 1.5	55
						TOTAL	160

C6.3: WEED CONTROL : SIGNALS, APPARTUS CASES AND PATHWAYS: FELIXTON

Mast	Signal No	Signals	m ²	Cases	m ²	m ² of path	Total m ²
2/14	FXT40/42	2	10	10	3	10 X 1.5	65
2/25	FXT 60/62	2	10	10	3	10 X 1.5	65
3/11				10	1	5 X 1.5	17.5
3/19				10	3	20 X 1.5	60
4/8	FXT 140/142	2	10	10	3	10 X 1.5	65
4/19	FXT 160/162	2	10	10	3	10 X 1.5	65
5/8				10	2	20 X 1.5	50
5/16	FXT 240/242	2	10	10	2	20 X 1.5	70
6/4	FXT 260/262	2	10	10	5	10 X 1.5	85
7/2	FXT 360/362	2	10	10	2	10 X 1.5	55
6/9	FXT 340/342	2	10	10	2		40
7/11	FXT 440/442	2	10	10	2	10 X 1.5	55
7/14	FXT462	2	10	10	1	10 X 1.5	45
7/15	FXT 464	1	10	10	4	10 X 1.5	65
8/4	FXT 738	1	10	10	5	20 X 1.5	90
8/10	FXT 762	1	10	10	2		30
9/13	FXT 862	1	10	10	4		50
9/4	FXT 842	1	10	10	2	20 X 1.5	60
9/1				10	1	10 X 1.5	25
					Relay Room		70
						TOTAL	1127.5



C6.4: WEED CONTROL: SIGNALS, APPARATUS CASES AND PATHWAYS: MZINGWENYA

Mast	Signal No	Signals	m ²	Cases	m ²	m ² of path	Total m ²
10/4	MZY 120	2	10	10	2		40
10/11				10	1		10
10/17				10	1		10
10/21	MZY 140	1	10	10	2		30
11/8	MZY 160	1	10	10	2	20 X 1.5	60
11/14				10	1	20 X 1.5	40
12/1	MZY 240	1	10	10	2	10 X 1.5	45
12/3	MZY 260/262	2	10	10	3	10 X 1.5	65
12/11				10	1		10
13/3	MZY 740/742	2	10	10	2	20 X 1.5	70
	MZY 760	1	10	10	2	20 X 1.5	60
13/14				10	1	10 X 1.5	25
14/1				10	1	10 X 1.5	25
14/11	MZY 860	2	10	10	2		40
						Relay Room	70
						TOTAL	600

C6.5: WEED CONTROL: SIGNALS, APPARATUS CASES AND PATHWAYS: NSELENI

Mast	Signal No	Signals	m ²	Cases	m ²	m ² of path	Total m ²
	NSL 820	1	10	10	2		30
	NSL 760		10				10
	NSL 840	1	10	10	2	20 X 1.5	60
	NSL 860	1	10	10	2	20 X 1.5	60
A4790				10	3		30
						Relay Room	115
						TOTAL	305



C6.6: WEED CONTROL: SIGNALS, APPARATUS CASES AND PATHWAYS: BHIZOLO

Mast	Signal No	Signals	m ²	Cases	m ²	m ² of path	Total m ²
4'/18	BHZ 858/838	2	10	10	1	10 X 1.5	45
	BHZ 756	1	10			10 X 1.5	25
4'/9	BHZ 758	1	10	10	2	5 X 1.5	37.5
4'/8				10	2	5 X 1.5	27.5
4'/7	BHZ 632	1	5				5
4'/5				10	2		20
4'/4	BHZ 640	1	10				10
4'/1				10	4		40
3'/3	BHZ 234	1	10	10	2		30
3'/4	BHZ 236	1	10				10
2'/13				10	2	10 X 1.5	35
2'/8	BHZ 158	1	10	10	2	6 X 1.5	38
2'/2	BHZ 138	1	10	10	3	5 X 1.5	47.5
1'/11				10	1	5 X 1.5	17.5
1'/9				10	2	5 X 1.5	27.5
						Relay Room	120
						TOTAL	490.5

TOTAL FOR DISTRICT	
1 WORKLOT = 250m ²	
	m ²
EMPANGENI	1038
NKWLENI	160
FELIXTON	1128
MZINGWENYA	600
NSELENI	305
BHIZOLO	490.5
MANDINI	110
GOLELA	519
TOTAL m²	4350
WORKLOTS	17.4

C6.7: WEED CONTROL: SIGNALS, APPARATUS CASES AND PATHWAYS: MANDINI

Mast	Signal No	Signals	m ²	Cases	m ²	m ² of path	Total m ²
70'/13				10	1		10
71'/03	MWI 860	1	10	10	1	10 X 1.5	35
71'/13	MWI 760	1	10	10	1		20
73'/13	MWI 140	1	10	10	1	10 X 1.5	35
73'/19				10	1		10
						TOTAL	110

Respondent's Signature

Date and Company Stamp



C6.8: WEED CONTROL: SIGNALS, APPARATUS CASES AND PATHWAYS: GOLELA

Km Point	Signal	No.of signal	m ²	Cases	m ² (l X w)	m ² of path	Total m ²
	FERNWOOD(N)	1	10	1	2x1	2	12
	FERNWOOD(S)	1	10	1	at level x-ing	0	10
	FERNWOOD(RN)	1	5	0	2x1	2	7
	FERNWOOD(RS)	1	5	0	5x1	5	10
	NYALAZI RIVER(N)	1	10	1	at level x-ing	0	10
	NYALAZI RIVER(S)	1	10	1	7x3	21	31
	NYALAZI RIVER(RN)	1	5	0	25x1	25	30
	NYALAZI RIVER(RS)	1	5	0	at level x-ing	0	5
	BUSHLANDS(N)	1	10	1	at level x-ing	0	10
	BUSHLANDS(S)	1	10	1	at level x-ing	0	20
	BUSHLANDS(RN)	1	5	0	12x2	24	29
	BUSHLANDS(RS)	1	5	0	12x3	36	41
	NGWENI(N)	1	10	1	5x2	10	20
	NGWENI(S)	1	10	1	2x2	4	14
	NGWENI(RN)	1	5	0	10x3	30	35
	NGWENI(RS)	1	5	0	at level x-ing	0	5
	MHLOSINGA(N)	1	10	1	near s/road	0	10
	MHLOSINGA(S)	1	10	1	at level x-ing	0	10
	MHLOSINGA(RN)	1	5	0	2x1	2	7
	MHLOSINGA(RS)	1	5	0	no pathway	0	5
	BAYALA(N)	1	10	1	near s/road	0	10
	BAYALA(S)	1	10	1	near s/road	0	10
	BAYALA(RN)	1	5	0	2x1	2	7
	BAYALA(RS)	1	5	0	12x3	36	41
	ISIHLEPHU(N)	1	10	1	near s/road	0	10
	ISIHLEPHU(S)	1	10	1	4x2	8	18
	ISIHLEPHU(RN)	1	5	0	near s/road	0	5
	ISIHLEPHU(RS)	1	5	0	2x1	2	7
	NKONKONI(N)	1	10	1	near s/road	0	10
	NKONKONI(S)	1	10	1	near s/road	0	10
	NKONKONI(RN)	1	5	0	game reserve	0	5
	NKONKONI(RS)	1	5	0	near s/road	0	5



	CANDOVER(N)	1	10	1	game reserve	0	0
	CANDOVER(S)	1	10	1	game reserve	0	0
	CANDOVER(RN)	1	5	0	game reserve	0	0
	CANDOVER(RS)	1	5	0	game reserve	0	0
102.1	HOTBOX DET	1	20				20
143.5	HOTBOX DET	1	20				20
172	HOTBOX DET	1	20				20
						TOTAL	519

C7: WEED CONTROL : 3 KV AND 11KV SUBSTATIONS: EMPANGENI TO STANGER

1
 WORKLOT=250m²

SUBSTATION	MAST POLE	BOUNDRY	TOTAL	BUILDINGS	TOTAL	
Empangeni 3kv	1/12'	16.5x35.5	585.75	14.5x6.5	94.25	
Empangeni 11kv	0/10'	26.5x43	1139.5	8x5 + 9x6	94	
Felixton 3kv	8/6'	15x18	270	7x9	63	
Felixton 11kv	8/1'	22.7x13	295.1	7x9.6	67.2	
Port Durnford	19/15'	30.5x33.5	1021.75	10x7	70	
Mtunzini	29/02'	13.5x8.2	110.7	4.5x2	9	
Hudley	36/15'	33x22	726	14.5x6.6	95.7	
Gingindlovu	48/20'	13.7x15	205.5	8.5x6.5	55.25	
Amatikulu	54/10'	15.8x33	521.4	10.5x7.5	78.75	
Nyoni	62/17'	8.2x11.8	96.76	5x2.5	12.5	
Mandini	72/6'	30.5x53	1616.5	11.7x11.8	138.06	
New Ark	82/7'	8x10	80	5x2.5	12.5	
Darnall	90/17'	24x42	1008	12x12	144	
New Guelderland	98/3'	17x14	238	6.6x9.5	62.7	
					TOTAL	7382.8m
					WORKLOTS	29.53

Respondent's Signature

Date and Company Stamp



SECTION 7

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”



SECTION 8

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, 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 EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SECTION

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 on2010.

“PREVIEW COPY ONLY”

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 10

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, 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 EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

NON- DISCLOSURE AGREEMENT

Refer Non-Disclosure agreement attached hereto.

“PREVIEW COPY ONLY”



SECTION 12

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

Supplier Declaration Form Version 7.4

Refer Supplier Declaration Form attached hereto.

“PREVIEW COPY ONLY”



SECTION 13

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

SUPPLIER CODE OF CONDUCT

Refer Code of Conduct attached hereto.

“PREVIEW COPY ONLY”



SECTION 14

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.



SECTION 15

RFQ NUMBER EMPBB186-6338

PROVISION OF CONTROL AND ERADICATION OF DECLARED WEEDS AND DECLARED PLANT INVADERS IN THE RAIL RESERVE AND INFRASTRUCTURE ASSETS BY MEANS OF CHEMICAL HERBICIDES IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, EMPANGENI FOR A PERIOD OF TWO YEARS

SPECIFICATION FOR WORKS ON, OVER, UNDER, OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

Refer Form E7/1 attached hereto.

“PREVIEW COPY ONLY”