



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

TENDER SUBMISSION

TENDER NO.: RFQ NUMBER 166

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

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

REQUEST FOR QOUTATION (“RFQ”)

RFQ NUMBER EMPBB166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST
MARSHALLING YARD FOR A PERIOD OF TWO YEARS

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

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



RFQ NUMBER 166

**PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST
MARSHALLING YARD 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 RFO Documents**
- 6. Service Fees and Costs**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate of Attendance of Information briefing session**
- 10. Schedule of plant**
- 11. E4E- Safety arrangements and Procedural Compliance**
- 12. Transnet Supplier Declaration/ Application form**
- 13. Supplier Code of Conduct**



SECTION 1

RFQ NUMBER 166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST MARSHALLING YARD FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

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

On or after 09 February 2010 the RFQ documents may be inspected at, and are obtainable from the office of The Chairman, Transnet Freight Rail, Room 201-F, Malahle House, 4 Kiewiet Street, Empangeni, 3880 on payment of an amount R100.00 (VAT inclusive) (per set), to be made to Freight Rail at the Standard Bank, account number 203158598 Branch Code 4805, ref no. EMPBB166. **The official Bank receipt(s) franked with the official Bank stamp to be provided with on the collection of a tender document. This amount is not refundable.**

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

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

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

2. A **compulsory** Information briefing session will be conducted on the 19 February 2010, at the Transnet Freight Rail, 227 Mark Street, Boardroom, Vryheid 3100, at 10h00. After the briefing session, sites will be visited. The visit will also be compulsory (**Respondent to provide own transportation and accommodation**). Respondents failing to attend the compulsory briefing session will be disqualified.

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

The briefing session will start punctually at 9h30 and Respondents arriving late will not be accommodated.

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

Name : Barbara Bhengu
Division : Supply Chain Services
Phone No. : 035 906 7669
Email : Barbara.Bhengu@transnet.net



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

RFQ No	: EMPBB166
Description	: Maintenance of grassed areas at Vryheid East Marshalling yard
Closing date and time	: 16 March 2010, at 10h00
Closing address (refer options paragraph 4 below)	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

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

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

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

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

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

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

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 16 March 2010.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."



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

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

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

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

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

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

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

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

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard



- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**
- Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**
- Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
 - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually from their Auditors / Accounting Officers)
- 12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ response to enable Transnet to evaluate / adjudicate all RFQs received on a fair basis.
- 12.3 **Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
 - If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rated agency.
- 12.4 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:
- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
 - Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find



B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

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

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

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

13 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

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

14 COMMUNICATION

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

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

15 RFQ SCHEDULE

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

16 INSTRUCTIONS FOR COMPLETING THE RFQ

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



- Respondent's latest audited financial statements;
- Respondent's valid Tax Clearance Certificate.

17 COMPLIANCE

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

18 ADDITIONAL NOTES:

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

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

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

19 DISCLAIMERS

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

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



- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

20 LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

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



SECTION 2

RFQ NUMBER 166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST MARSHALLING YARD FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. **BACKGROUND**

Provision of maintenance of grassed areas at Vryheid East Marshalling Yard of a period of two years

2. **SCOPE OF REQUIREMENTS**

Provision of maintenance of grassed areas at Vryheid East Marshalling Yard of a period of two years

3. **GENERAL INFORMATION**

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

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

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

4. **EXCHANGE AND REMITTANCE**

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



(a) ZAR1.00 (South African currency) being equal to (foreign currency).
% in relation to tendered price(s) (.....) to be
 remitted overseas by Transnet.

(b) (Name of country to which payment is to be made)

(c) Beneficiary details :
 Name (Account holder)
 Bank (Name and branch code).....
 Swift code
 Country

(d) (Applicable date of Exchange Rate used)

5. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES		NO	
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6. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.



- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 -
 -
 -
- Supplier must provide a toll-free number or alternative number for customer service calls.
- 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
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7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

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

Accepted:

YES	NO
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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.



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

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.....

.....

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

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.....

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

.....

.....

.....

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9. REFERENCES

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

Name of Company	Contact Person	Telephone number

10. EVALUATION CRITERIA

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



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

11. PROJECT SPECIFICATION

A: GENERAL

A.1 SCOPE OF WORK

This contract covers the following work in Vryheid East Marshalling Yard: -

- Cutting of grass alongside the roadway.
- Chemical control of grass alongside the roadway.
- Clearing of grass from around established trees.
- Clearing of grass from around road signboards.
- Clearing of the cut grass from the drains.
- Cutting of grass at level crossings.
- Cutting of grass at Provincial Road junctions.

A.2 SCHEDULE OF QUANTITIES AND PRICES

The quantities shown in the schedule are estimated and may be more or less than stated. The schedule is to be completed in Black Ink and all items are to be priced.

A.3 VALUE ADDED TAX

VAT at the ruling percentage shall be paid separately by Transnet Freight Rail on an add-on basis on the value of work paid. Proof of VAT registration is to be submitted with the tender.

A.4 MANAGER

For the purpose of this contract, the "Manager" shall be the Depot Engineer, Infrastructure Maintenance, Vryheid or any person lawfully designated by him to act in



that capacity.

A.5 CONTRACT PERIOD

The contract period shall be twelve (24) months commencing on the 01 October 2009.

A.6 ORDER AND PRIORITY OF WORK

- A.6.1 During the contract period, it is envisioned that the grass will be cut twelve (12) times in the Vryheid East Marshalling yard area. The time of cutting will be dependent on the amount of plant growth that has occurred. Cutting is to be done once every six weeks, except between the months of June, July and August.
- A.6.2 The treatment of curbstones and verges will take place twice (4) times during the contract period. This treatment to be done during the active growing season, and in the months of October and February of each year.
- A.6.3 The clearing of grass around trees is envisioned to take place twice (4) during the contract period. The Contractor is to do this at the beginning of the contract period, after the first cut and September of the second year.
- A.6.4 The chemical treatment of all Road Sign poles is to take place Twice (4) times during the contract period. This treatment to be done during the active growing season, and in the months of October and February of each year.
- A.6.5 The work listed in A.10.1 – A.10.4 is to be completed within ten working days (10) after commencement of the work.

A.7 MAINTENANCE PERIOD

Delete clause 21 of the Transnet 287 – Maintenance period in its entirety.

A.8 RETENTION MONEY

Delete clause 22 of the Transnet 287 – Retention Money in its entirety.

A.9 CONTRACT PRICE ADJUSTMENT

Replace Clause 26 of the Transnet 287 with the following:



A.9.1 A contract price adjustment factor to be determined in accordance with the formula described in A.8.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to six decimal places.

A.9.2 The contract price adjustment factor shall be: -

$$(1 - x) \left(0,60 \frac{L_t}{L_o} + 0,05 \frac{P_t}{P_o} + 0,15 \frac{M_t}{M_o} + 0,20 \frac{D_t}{D_o} - 1 \right)$$

Where **x = 0,15** and

L_o, P_o, M_o and D_o are respectively labour, plant, material and petrol fuel indices ruling for the calendar month two (2) month prior to closing date of the tender;

L_t, P_t, M_t and D_t are respectively labour, plant, material and petrol fuel indices ruling for the calendar month two (2) months prior to the date of measurement.

A.9.3 The indices to be used shall be those for the Consumer Price Index as obtained From the monthly Statistical News Release published by STATS South Africa.

A.9.3.1 L_o and L_t shall be the labour indices for KwaZulu Natal, other Urban areas (PO 141.1 Table A).

A.9.3.2 P_o and P_t shall be the price indices for plant, item 2.1 "average" ratio (1:1) of (PO 142.2 Table 12: Civil Engineering Plant).

A.9.3.3 M_o and M_t shall be the price indices for material item 2.11. Basic chemicals in Table 8 item 2.11 (PO 142.1).

A.9.3.4 D_o and D_t shall be the price indices of petrol – 93 Octane – Coast (PO 142.1 Table 12).

A.9.4 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

A.9.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Correction in terms of clause A 8.4 will not be subject to further price adjustment.



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

- A.9.6 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.
- A.9.7 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms here of.

A.10 PENALTIES

Contrary to clause 5 of the Transnet 287 A5, penalties for work not according to specification in this document will be as follows:

A.10.1 Grass Cutting

A penalty of R100-00 per working day for each day where the grass has not been cut, after a ten (10) working day period since notification to cut is issued. Working days defined as being Mondays to and including Fridays, but excluding any statutory or public holidays that may fall in this period.

A.10.2 Chemical Control

A penalty of R10-00 per day per meter, when 10 days after spraying has been completed, the vegetation is still growing.

A.10.3 Clearing of Trees

A penalty of R50-00 per tree for all trees not cleared after fourteen (14) days of instruction for trees to be cleared.

A.10.4 Treatment of Road Signs

A penalty of R50-00 per sign for each sign where control has not been achieved as per specification after 14 days of instruction for signs to be treated.

A11. TO BE PROVIDED BY THE CONTRACTOR

- A11.1 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.



A11.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

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

A11.3 The Contractor shall provide his/her employees with high visibility garments. The high visibility garments is to be worn by the employees at all times when on site.

A.12 DAYWORKS

A.12.1 Further to Clause 14 of the General Conditions of Contract Transnet 287 A5, the Project Manager may order any additional or substituted work be executed on a day work basis. For work so ordered and executed, the Contractor shall be paid in accordance with the day works schedules and at the rates and prices quoted by him in the Schedule of Quantities and Prices.

A.12.2 The Contractor shall submit to the Project Manager by Tuesday of each week, a detached statement in triplicate, covering the work done on a day works basis during the preceding week up to midnight on Saturday. This statement shall show the actual time worked, the rates of pay, the actual amounts earned by the workmen and the material and plant used on the work. It shall be counter-signed the Project Manager and shall be the sole source of information used to calculate payments due for such work.

A.12.3 No work is to be carried out as a charge to day works without prior written authority from the Project Manager. No payment will be made for such work if the abovementioned condition is not adhered to. Provisional items for day works are included in the Schedule of Quantities and Prices, which shall form part of the total tendered price of the contract. Rates tendered shall include the cost of transporting employees to the place of work as well as the use of the contractor's hand tools, supervision and for any disruption or inconvenience that may arise.

A.13 PAYMENT CERTIFICATES

Delete clause 25.3 of the Transnet 287 – General Conditions of Contract in its entirety.



B. PROJECT SPECIFICATION

B.1 SCOPE

Further to Clause A.1 of this specification the following is also to take place:

- B.1.1 Cutting of grass alongside the roadway.
- B.1.2 Chemical control of grass alongside the roadway.
- B.1.3 Clearing of grass from around established trees.
- B.1.4 Clearing of grass from around road signboards.
- B.1.5 The clearing of all vegetative matter in side drains and within the tarred surface by chemical means and other.
- B.1.6 Level Crossings in Vryheid East yard and adjacent to Sikame yard and at Tendeka Station.
- B.1.7 Provincial road junctions into Vryheid East from the R34 (Vryheid – Melmoth road) and R601 (Vryheid – Hlobane road).

B.2 DEFINITIONS

B.2.1 Areas

The areas to be cut are defined as per Annexure A1 and A2 attached. The areas are measured from the edge of the roadway.

B.2.2 Roadway

The roadway being all tarred roads that may or may not include a kerb.

B.2.3 Side drains

Side drains being all drainage channels created due to the erection of curbstones, and any other drainage channel within the areas that are to be cut.

B.2.4 Level Crossings

The grass is to be cut at all level crossings as indicated on Diagram 1.

B.2.5 Provincial Road Junctions

The grass is to be cut on the LHS and RHS of the road coming out of Vryheid East as indicated in Diagram 2.

B.3.1

The Contractor shall be responsible for the supply and safe storage of all material required to do the work. The Contractor shall submit for the approval of the Project Manager details of herbicides or any chemicals he may intend using.

B.3.2

The Contractor shall take cognizance of all agricultural and environmental factors, which may be affected by the use of any chemical, and he shall take all necessary precautions to ensure safe and effective use thereof.



Notwithstanding the Project Manager's approval for the use of any type of chemical substance, the Contractor shall be solely responsible for any damage whatsoever that may arise through its use.

The Contractor is to use a chemical which active ingredient is glyphosate, and to be applied at the recommended dosage rates for use along road verges and curb.

B.4 CONSTRUCTION

Further to what is stated in clause B.1 of the specification, maintenance of grassed areas may normally be required on the side slopes of embankments and / or cuttings. The Contractor shall make due allowance for work being carried out on steep slopes.

B.4.1 Grass cutting

Grass to be cut down to a height not exceeding 100 mm.

B.4.2 Chemical control

B.4.2.1 The Contractor is to apply an application of a chemical herbicide which active ingredient is glyphosate, or any other product with the same effectiveness subject to approval of the Project Manager to all road signs and verges as the Specified in B.1.2 and B.1.4.

B.4.2.2 The road verge and kerbing will be sprayed so as to have effective control along the entire length for a width of not less than 100 mm and not more than 150 mm. Acceptable control will be when there exist no grass growth within the tar, kerbing and no actively growing grass for a width of 100 mm from the edge of the curb or the edge of the roadway.

B.4.3. Clearing of Trees

The grass is to be cleared for a diameter of 1 meter around each tree. The areas will be acceptable when there exists no vegetation within this area. The area is to be cleared so as to form a bowl shape around each tree.

B.4.4 Treatment of Road Signs

The treatment of road signs is to take place as per product specifications and the approval of the Project Manager.

The area will be accepted when evidence of the product is visible on the surface of the poles, or on the ground depending on the product used and approved by the Project Manager.



B.4.5 Side Drains

The cleaning of all vegetative matter within side drains and from the tarred surface alongside the drains.

B.4.6 Level Crossings

The grass is to be cut at the level crossings at the same time of each cut in Vryheid East.

B.4.7 Provincial Road Junctions

The grass is to be cut at these junctions at the same time of each cut in Vryheid East.

B.5 TOLERANCES

All herbicides and chemicals shall comply with Act 36 of 1947 amended, where applicable.

B.6. MEASUREMENT AND PAYMENT

B.6.1 Grass cutting

The unit of measurement shall be per hectare (Ha). The rate will include all the costs of labour and equipment necessary for the cutting of grass as per item B.4.1.

B.6.2 Chemical control

The unit of measurement shall be per linear meter (m) treated. The rate will include all the costs of labour, chemicals and equipment necessary for the chemical control of grass as per item B.4.2.

B.6.3 Clearing of Trees

The unit of measurement will be per each tree cleared of grass. The rate will include all labour and materials necessary for the clearing of grass from around trees as per item B.4.3.

B.6.4 Treatment of Road Signs

The unit of measurement shall be per each Road sign pole treated. The rate will include all the costs for labour and chemicals necessary for the treatment of all road signs as per item B.4.4.

B.6.5 Day works

The unit of measurement shall be the hour and quantities are provisional.



B.6.6 Level Crossings

The unit of measurement will be per hectare (Ha) cut. No separate measurement and payment will be done for this. This will be paid for under item C.1 of the Schedule of Quantities and Prices.

B.6.7 Provincial Road Junctions

The unit of measurement will be per hectare (Ha) cut. No separate measurement and payment will be done for this. This will be paid for under item C.1 of the Schedule of Quantities and Prices.

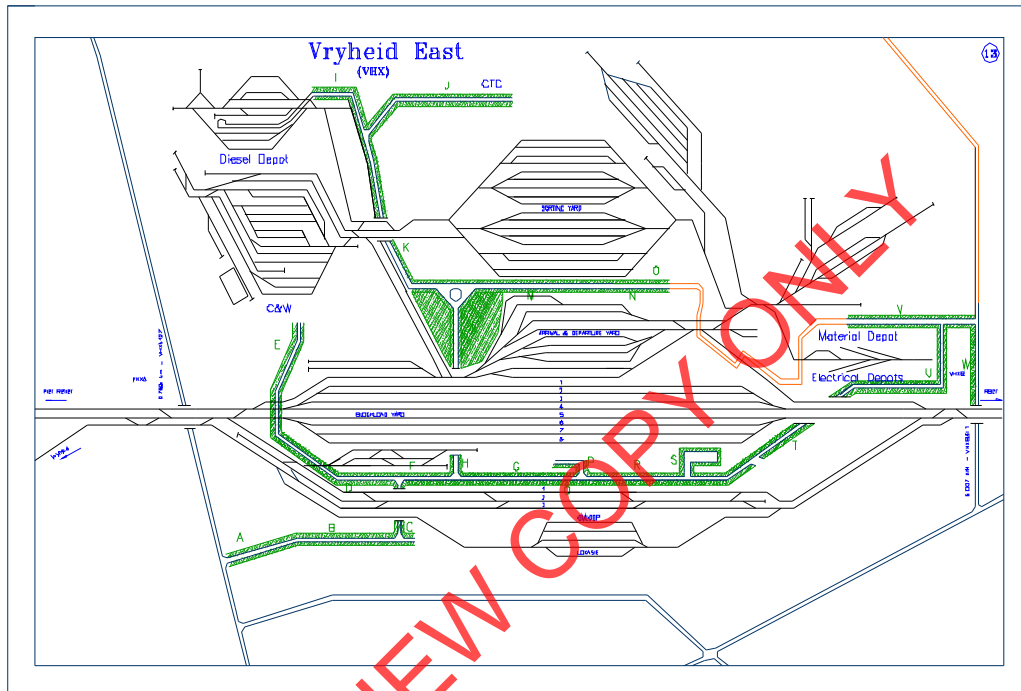
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C. SCHEDULE OF DIAGRAMS

1. Annexure A1 – VRYHEID EAST DIAGRAM
2. Annexure A2 – LIST OF AREAS AS PER DIAGRAM
3. Annexure A3 – LEVEL CROSSING DIAGRAM SINGLE LINE
4. Annexure A4 – LEVEL CROSSING DIAGRAM MULTIPLE LINE
5. Annexure A5 – PROVINCIAL ROAD JUNCTION DIAGRAM

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Respondent's Signature

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Date and Company Stamp



ANNEXURE A2: LIST OF AREAS AS PER DIAGRAM

Portion	Length METRES LHS	Lhs Wid dth METRES	Lhs Ar ea m ²	Length METRES RHS	Rhs Wid th METRES	Rhs Ar ea m ²	TOTAL AREA m ²	TOTAL AREA HA
A	153	8	1224	153	6	918	2142	0.21
B	960	8	7680	961	8	7688	15368	1.54
C	28	8	224	28	5	140	364	0.04
D	380	8	3040	72	7	504	3544	0.35
E	60	8	480	60	6	360	840	0.08
F	240	6	1440	240	6.5	1560	3000	0.30
G	288	6	1728	288	8	2304	4032	0.40
H	22	6	132	22	6	132	264	0.03
I	268	6	1608	268	3.5	938	2546	0.25
J	613	6	3678	613	6	3678	7356	0.74
K	392	4.5	1764	392	6	2352	4116	0.41
L1	65.5	58	3799	0	0	0	3799	0.38
L2	0	0	0	50	64	3200	3200	0.32
L3	186	10	1860	0	0	0	1860	0.19
M	220	3	660	220	3	660	1320	0.13
N	402	3	1206	402	9	3618	4824	0.48
O 1	253	6.5	1644.5	253	6	1518	3162.5	0.32
O 2	230	17.5	4025	0	0	0	4025	0.40
P	77	6	462	114	5	570	1032	0.10
Q	600	6	3600	600	5	3000	6600	0.66
R	450	8	3600	800	4	3200	6800	0.68
S	98	6	588	98	4	392	980	0.10
T	300	6	1800	300	9.5	2850	4650	0.47
U	1300	6	7800	1300	6	7800	15600	1.56
V	850	6	5100	850	6	5100	10200	1.02
W	0		0	86	8	688	688	0.07
X			2400				2400	0.24
TOTAL S	8435.50		61542.50	8170.00		53170.00	114712.50	11.471250

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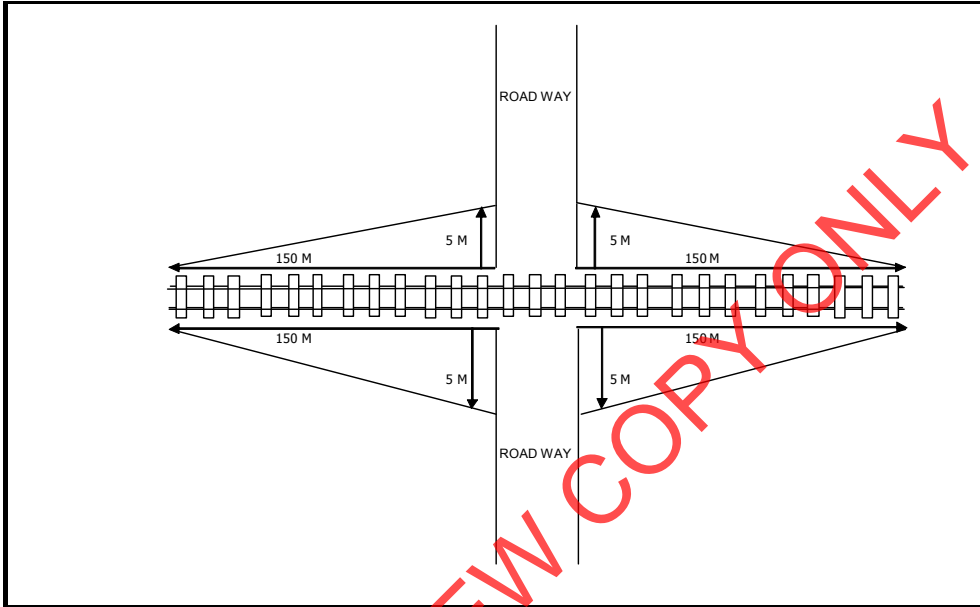
X = level crossings and enterances	2500	0.25	11500	1.15
		0		0
VRYHEID EAST GRASS AREA:	112312.5	11.23125	112313	11.23
ROAD EDGES ONE SPRAY:	16.60			
ROAD SIGNS:	72			
TREES:	580			
OTHER AREAS:	0			
Total For Cutting Once:		11.48125		12.38

Respondent's Signature

Date and Company Stamp



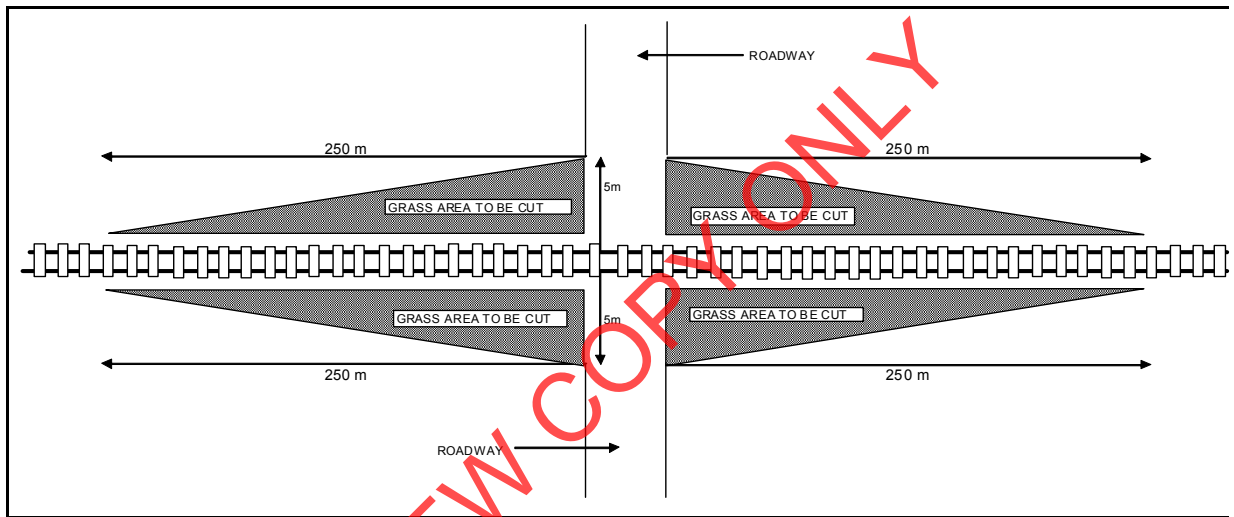
PART D: ANNEXURE A 3: LEVEL CROSSINGS



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PART D: ANNEXURE A 4: LEVEL CROSSINGS MULTIPLE LINES

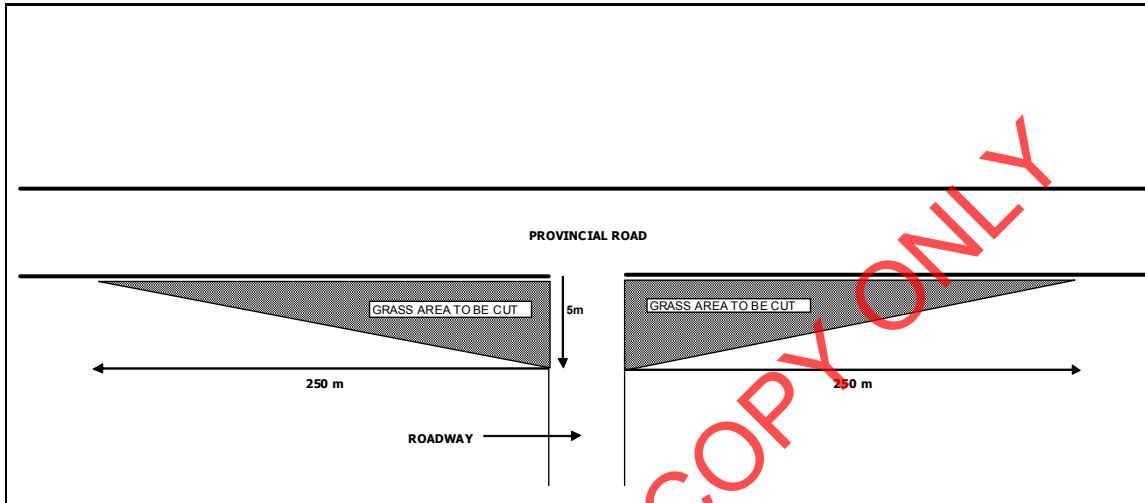


Respondent's Signature

Date and Company Stamp



PART D: ANNEXURE A 5: PROVINCIAL ROAD JUNCTION



Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER 166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST MARSHALLING YARD FOR A PERIOD OF TWO YEARS

QUOTATION FORM

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

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

represented by _____

in my capacity as _____

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

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

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

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

Respondent's Signature

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Date and Company Stamp



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

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

I/We accept that any contract resulting from this offer will be for a period of 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 Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder.

NOTIFICATION OF AWARD OF RFQ

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

VALIDITY PERIOD

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

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



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

REGISTRATION CERTIFICATE

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

Respondent's Signature

Date and Company Stamp



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 domicillium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name
Address

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

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

DECLARATION

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

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

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

 Respondent's Signature

 Date and Company Stamp



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

PRICE REVIEW

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

RETURNABLE DOCUMENTS

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

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

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



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

SIGNED at _____ on this _____ day of _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 _____ 1 _____

2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

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SECTION 4

RFQ NUMBER 166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST MARSHALLING YARD 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 166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST MARSHALLING YARD FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

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

SIGNED at _____ on this ____ day of _____ 2009

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER 166

**PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST
 MARSHALLING YARD FOR A PERIOD OF TWO YEARS**

SERVICE FEES AND COSTS

ITEM	REFERENC E CLAUSE	<u>DESCRIPTION</u>	<u>UNIT</u>	QUANTIT Y	<u>RATE</u>	AMOUNT
C.1	B.6.1	Cutting of Grass	Ha	148.56		
C.2	B.6.2	Chemical Treatment of Verges	meter	33600		
C.3	B.6.3	Clearing of Trees	each	2320		
C.4	B.6.4	Chemical Treatment of Road signs	each	576		
C.5	B.6.5	Day work During normal working hours				
	B.6.5	Supervisor	Hour	Rate only		
	B.6.5	General worker	Hour	Rate only		
					Sub Total	
					14 % VAT	
					TOTAL	

Respondent's Signature

Date and Company Stamp



COMPANY

DATE

WITNESSES: 1. _____

2. _____

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Respondent's Signature

Date and Company Stamp



SECTION 7
RFQ NUMBER 166

**PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST
MARSHALLING YARD FOR A PERIOD OF TWO YEARS**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

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Respondent's Signature

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Date and Company Stamp



SECTION 8

RFQ NUMBER 166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST MARSHALLING YARD 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 166

**PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST
MARSHALLING YARD FOR A PERIOD OF TWO YEARS**

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms of this RFQ on2009.

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.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 10

RFQ NUMBER 166

PROVISION OF MAINTENANCE OF GRASSED AREAS AT VRYHEID EAST MARSHALLING YARD 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 :

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SECTION 11

RFQ NUMBER EMPBB175

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

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

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