



Transnet Freight Rail  
A division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMPG239

PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY

### TENDER SUBMISSION

1. Quotation must be submitted in Triplicate to allow us to do quick evaluation.
2. If posted the envelope must be addressed to the Chairman, Transnet Freight Rail Acquisition Council, PO Box 4244, Johannesburg, 2000.
3. 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



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**RFQ NUMBER EMPG239**

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

**ISSUE DATE : 02 March 2010**  
**BRIEFING DATE : 09 March 2010**  
**CLOSING DATE : 06 April 2010**  
**CLOSING TIME : 10h00**  
**OPTION DATE : 06 June 2010**

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



**RFQ NUMBER EMP5G239**

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

**SCHEDULE OF DOCUMENTS**

**Section**

1. Notice to Bidders
2. Background, Overview and Scope of Requirements
3. Quotation Form
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. Service Fees and Costs
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of RFQ Briefing
10. Schedule of Plant and Equipment
11. Labour payment schedule
12. Schedule of the Tenderers Experience
13. Minimum communal health requirements in areas outside the jurisdiction of a local authority: Temporary facilities for contractor's personnel
14. Safety arrangements and procedural compliance with the occupational health and safety act (Act 85 of 1993) and applicable regulations
15. Addendum No. 1: to the E7/1 (July 1998)  
For works on, over, under or adjacent to railway lines and near high voltage equipment
16. Supplier Declaration Form Version 7.4
17. Pest Control Certificate
18. Code of Conduct



## SECTION 1

### RFQ NUMBER EMPG239

### PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE BETWEEN ULUNDI AND RICHARDS BAY

FOR A PERIOD OF 2 YEARS

#### NOTICE TO BIDDERS

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

On or after 02<sup>nd</sup> March 2010 the RFQ documents may be inspected at, and are obtainable from the office of Supply Chain Services, Room 201F, 2<sup>nd</sup> Floor, Malahle House Building, No. 4 Kiewiet Street, Empangeni (City), on payment of an amount R50.00 (VAT inclusive) (per set) to be made to Freight Rail at the Standard Bank, Account Number 203158598, Branch Code 4805. Ref No. EMPG239. The official Bank receipt(s) franked with the official Bank stamp to be provided with on the collection of a tender document. The amount is not refundable.

**Documents will only be available and must be collected until the 08 March 2010 before 15H00. (NB: No tenders will be issued after this deadline)** For enquiries regarding collection of documents, contact the following person: Sophie Goldstone, Telephone No. 035 9067662. (Prospective tenderers are to fax through a copy of the deposit slip to 011 774 9814, attention S Goldstone 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 09 March 2010, at Transnet Freight Rail, Boardroom 252, Malahle House, No. 4 Kiewiet Street, Empangeni 3880, at 10h00. After the briefing session, sites will be visited. The visit will also be compulsory (**Respondent to provide own transportation and accommodation**)

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 10h00 and Respondents arriving late will not be accommodated.**

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Respondent's Signature

4

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Date and Company Stamp



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

Name : Sophie Goldstone  
Division : Transnet Freight Rail  
Phone No. : 035 906 7662  
Email : Sophie.Goldstone@transnet.net

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

<b>RFQ No</b>	<b>: EMPG239</b>
<b>Description</b>	<b>: Invader plant control and bush clearing on the coal line between Ulundi and Richards Bay</b>
<b>Closing date and time</b>	<b>: 06 April 2010 at 10h00</b>
<b>Closing address (refer options paragraph 4 below)</b>	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to The 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:

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



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

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the 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 **06<sup>th</sup> April 2010**.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including 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 BBEE 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 BBEE 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 BBEE 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' BBEE credentials.

12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

**DTI BBEE UNIQUE PROFILE NUMBER:**  
.....

12.6 Failure to submit your BBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBEE 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 Chairperson of the Transnet Freight Rail Acquisition Council, at telephone number 011 308 3868 or fax no. 011 308 3867 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 reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.

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

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## 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.

## 19 LEGAL REVIEW

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

PRIEVIEW COPY ONLY



Respondents to complete this section:

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

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

PRIEVIEW COPY ONLY



## SECTION 2

RFQ NUMBER EMPG239

### PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE BETWEEN ULUNDI AND RICHARDS BAY

FOR A PERIOD OF 2 YEARS

#### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

##### 1. BACKGROUND

Provision for the control of invader plants and bush clearing in the rail reserve between Ulundi and Richards bay for a period of two years.

##### EXECUTIVE OVERVIEW

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

Transnet is seeking a partner(s) to provide solutions for its services 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. 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 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 to reach higher levels of quality, service and profitability.

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

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).



- Transnet must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

## 2. SCOPE OF REQUIREMENTS

This contract covers the burning of firebreaks in the rail reserve and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents.

### A: GENERAL

#### A.1 SCOPE OF WORK

This contract covers the control and eradication of declared weeds and declared plant invaders, trees and shrubs by means of cutting, chemical treatment and removal of cut material in the rail reserve along the Coal line between Ulundi and Richards Bay for the periods specified herein.

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.

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.

#### A.2 SUFFICIENCY OF TENDER

A.2.1 The contract will only be awarded to a tenderer who has experience in the application of herbicides in Southern Africa.

A.2.2 A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.



**A.3 CONTRACT PERIOD**

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

**A.4 COMPLIANCE WITH STATUTES**

A.4.1 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) (CARA) as amended.
- f) Common law of nuisance.
- g) Mountain Catchment Area Act (Act 63 of 1970).

A.4.2 Declared weeds and declared plant invaders means Category 1, 2 & 3 plants that are proclaimed under the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), listed in Regulation 15.

A.4.3 Where herbicides are used the Contractor's authorized representative shall be a **registered Pest Control Operator**, specializing 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 Officer shall be in direct control of work taking place on site.

**A5. TO BE PROVIDED BY TRANSNET FREIGHT RAIL**

Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection / technical staff of the Depot. The Technical Officer shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

**A.6 GUARANTEES**

Transnet does not require security or retention money as per clause 25 of the E 5 (M.W.) General Conditions. Retention money will be held as per clause B. 6 of the contract document.

**A.7 CONTRACT PRICE ADJUSTMENT FORMULA**

A.7.1 Further to what is stated in Clause 31 of the E5 (M.W.), a contract price adjustment factor to be determined in accordance with the formula described in A.7.2 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.7.2 The contract price adjustment factor shall be -

$$(1 - x) \left( 0.20 \frac{L_t}{L_o} + 0.05 \frac{P_t}{P_o} + 0.65 \frac{M_t}{M_o} + 0.10 \frac{D_t}{D_o} - 1 \right) \quad \text{where } x = 0,15 \text{ and}$$

$L_o$ ,  $P_o$ ,  $M_o$  and  $D_o$  are respectively labour, plant, material and diesel 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 diesel fuel indices ruling for the calendar month two (2) months prior to the date of measurement.

A.7.3 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

A.7.3.1  $L_o$  and  $L_t$  shall be the labour indices for KwaZulu Natal, other urban areas (PO 141.1 Table A).

A.7.3.2  $P_o$  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.7.3.3  $M_o$  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.7.3.4  $D_o$  and  $D_t$  shall be the price indices of "Diesel Oil - Coast" (PO 142.1 Table 12).

A.7.4 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.7.5 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.

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

A.7.6 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.7.7 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 has been made in terms thereof.

**A8. SCHEDULE OF QUANTITIES AND PRICES**

A8.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.

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

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

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

A8.4 Items classified as "provisional worklots" in the Schedule of Quantities and Prices indicate that there is no certainty about the amount of work, which will be required. In this contract the provisional items, where applicable, are for the treatment of areas that are not necessarily treated annually and clause 29 of the E.5 (MW) shall apply in respect thereof. These areas will be measured per provisional worklot as defined in Part B of the Special Conditions of Contract and Specifications, or stated in the Schedule of Quantities and Prices and the standard of control for individual worklots shall apply.

**A.9 TO BE PROVIDED BY THE CONTRACTOR**

A.9.1 In addition to all labor materials, plant, equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his/her employees.

A.9.2 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 unauthorized 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.

A.9.3 The Contractor shall provide his/her employees with high visibility garments. The high visibility garments are to be worn by the employees at all times when on site.

A.9.4 When required the Contractor shall appoint at each work site **sufficient personnel** whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be 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.

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

#### **A.10 EVALUATION OF TENDERS**

A10.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

A10.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programs and TRANSNET FREIGHT RAIL resources for the contract, will be considered during evaluation of tenders.

A10.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the tender to be evaluated as described above.

#### **A.11 INFORMATION TO BE PROVIDED WITH TENDER**

The Tenderer shall submit the following information at the time of tendering:

A11.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.

A11.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

A11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A11.4 The Schedule of Quantities and Prices must be completed in full.



- A11.5 An undertaking that all spraying equipment will be ready for operation and that the spraying can commence timeously, to comply with requirements of the contract.
- A11.6 A list of registered products to be used in the work, supported by specimen labels, indicating:
  - Trade name
  - Generic name
  - Registration Number
  - Ingredients (type and content) as shown on the label
  - Application rates

The Technical Officer's approval shall first be obtained for use of other herbicides.

- A11.7 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.

The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The herbicides so specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

**The Contractor shall not be allowed to use broad-spectrum herbicides without prior written approval from the Technical Officer.**

The Contractor shall not depart from the minimum material usage tendered, without approval from the Technical Officer.

- A11.8 **A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.3, must be submitted with the tender documents.**

**A12. PENALTIES FOR LATE COMPLETION**

The provisions pertaining to "penalties for late completion" stipulated in the E5 of the Contract agreement shall not apply to this contract.

**B: SPECIAL CONDITIONS**

**B1. SCOPE**

- B1.1 The scope of the work consists of the control and eradication of declared weeds and declared plant invaders in the rail reserve, excluding yard areas, as indicated in the Schedule of Quantities and Prices.

This includes all trees (< 3m in height) and shrubs growing near open lines or cable routes deemed threatening to the normal operation of on-track machinery and vehicles



B1.2 The essence of the contract is that Transnet Freight Rail requires vegetation to be brought under control and maintained at a certain standard as specified, for the duration of the contract period.

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.

B1.3 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.

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.

B1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

## B2. DEFINITIONS

### B2.1 CONTROL

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 personnel, equipment trucks or operations.

B2.1.1 Control constitutes a process or situation where the destruction of any new growth or re-growth of the declared weeds and declared plant invaders on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.



B2.1.2 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from all cuttings (See Part D: Diagram D1)

B2.1.3 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from the top two meters of the bank.

**B2.2 AREAS**

Areas shall be defined as the entire surface area of cuttings and embankments including flat areas.

LHS and RHS defining Left Hand Side and Right Hand Side respectively, facing increasing kilometers.

Where the fence line turns to provide protection over the culvert inlets and outlets, the boundary line shall be taken as a straight line between the two corner posts. (See Part D 1: Diagram D2).

**B.2.3 WORKLOTS**

**B.2.3.1 WORKLOT WITHIN TRANSNET FREIGHT RAIL RESERVE**

This is defined as an area measured between three mast poles, e.g. 101/10 – 101/13 and measured from the track to boundary fence either on the LHS or RHS respectively facing increasing kilometer.

**B.2.3.2 SERVICE ROAD WORKLOT**

Where the service road is outside of the TRANSNET FREIGHT RAIL reserve, a worklot shall be 50m in length multiplied by three (3) metre width. The measurement of a work lot will be from the post where the service road exists the TRANSNET FREIGHT RAIL reserve. (See diagram 2)

**B.2.4 DECLARED WEEDS**

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.

**B.2.5 SPRAYING**

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

**B2.11 OBSTRUCTING VEGETATION**

This includes all vegetation of the following nature:

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



- All protruding vegetation (inclusive of overhanging canopies but excluding grass) within 6m from the centre of the track.
- All vegetation obstructing the line off sight of essential traffic signs.
- All other vegetation as pointed out by the Technical Officer that is deemed threatening to the normal operation of the track.

B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas, but particularly building surrounds, staked cable routes, level crossings, shunting yards and approaches to stations. 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.

B3.2 The type of herbicides and the methods of application to be employed are as specified by the Contractor per Part A and are subject to the approval of, and monitoring by the Technical Officer.

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.

**The Contractor shall not be allowed to use broad spectrum herbicides without prior written approval from the Technical Officer.**

B3.3 Any deviation from the method of work submitted as per clause A11.7 by the Contractor shall be subject to the approval of the Technical Officer.

B3.4 **SITE CONDITION AND ACCESS**

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

B3.5 **EXISTING DESIRABLE VEGETATION**

**The essence of the contract is to promote natural vegetation (e.g. grass). Therefore where damage took place to existing indigenous vegetation (excluding obstructing vegetation as defined in clause 2.11) as a result of the indiscreet application of herbicides. The Contractor shall be held responsible for the full reinstatement of the natural vegetation.**

B3.6 **DISPOSAL OF VEGETATIVE MATERIAL**

Further to clause B2.1.2 and B2.1.3 of this specification, the Contractor at no additional cost shall remove all vegetative matter resulting from the cutting and eradication of declared weeds and declared plant invaders (trees and shrubs), from all the cuttings. The Contractor is to ensure that no vegetative matter is



deposited into open lined concrete channels and culvert inlets and outlets. No disposal of vegetative matter may be done on adjacent lands.

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

Vegetative matter to be removed from cuttings is not allowed to take place across the railway lines without the necessary protection in place, and agreed to by the Technical Officer.

#### **B4. STANDARDS OF WORKMANSHIP**

B4.1 Standard of vegetation control for individual worklots.

B4.1.1 Vegetation control shall be such that there are no live declared weeds and declared plant invaders 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.
  - The boundary concerned is not the boundary of an adjoining worklot.

B4.1.2 In addition, there shall be no dry or dead remains of declared weeds and declared plant invaders 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 Technical Officer.

B4.2 For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices 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 Technical officer prior to work starting.

B4.3 Overall control

B4.3.1 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;



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

B4.3.2 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.	95	97

B4.3.3 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 Executive Officer to act in terms of clause 33 of the General Conditions of Contract for Maintenance Works, E5(MW).

**B5. PROGRAMME OF WORK**

- B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer 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.
- B5.2 The particulars to be provided in respect of the Contractor’s vegetation control programme shall include but not be limited to the following:
  - B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,
  - B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
  - B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
  - B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- B5.3 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.

B5.4 The Contractor's program 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.

B5.5 The program shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.

B5.6 In addition to the annual programme provided for in terms of B5.1. the Contractor shall submit daily working programs to the Technical Officer, 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 Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

**B6. PERFORMANCE MONITORING AND EVALUATION**

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

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

B6.3 The Technical Officer **shall**, during the duration of the contract, carry out monthly official inspections of the work for the purpose of evaluating whether control, as defined, has been achieved and measuring progress.

**The Technical Officer will inform the Contractor 7 days in advance of the schedule of official inspections and will arrange the transport such, that adequate space and time is available for the purpose of the inspection.**

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

B6.4 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".

B6.5 The rejection of worklot/s that do not comply with the standard of control will be final and valid for that inspection in that particular year.

The Contractor may contest the rejection by the Technical Officer of work performance 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.

B6.6 In the case where the Technical Officer 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 worklot in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the General Conditions of Contract for Maintenance Works, E.5. (MW).

**B7. REMEDIAL WORK**

B7.1 The Contractor shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail Operations, from the treated worklots.

B7.2 The Technical Officer 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 Technical Officer for his/her approval. Failing to do so the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor

**B8. DAMAGE TO FAUNA AND FLORA**

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

The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

B8.2 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.

B8.3 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.

B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.



- B8.5 **Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.**
- B8.6 **Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Technical Officer or his/her deputy) prior to the start of the Contractor's program.**

**B9. MEASUREMENT AND PAYMENT**

- B9.1 Payment will be based on the numbers of worklots treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B4.1.
- B9.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.
- B9.3 Measurement and payment for the work completed will be made monthly.

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

**B9.4 DAYWORKS**

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

**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 organization.

**Accepted:**

YES	
-----	--

NO	
----	--

**6. SERVICE LEVELS**

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



- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - .....
  - .....
  - .....
  - 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:**

<b>YES</b>	<b>NO</b>
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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:**

<b>YES</b>	<b>NO</b>
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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)::

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

PREVIEW COPY ONLY

**9. REFERENCES**

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

Name of Company	Contact Person	Telephone number

**10. EVALUATION CRITERIA**

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



- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Service level guarantees
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- Fixed price for one year
- BBBEE status of company
- Country-wide network (national footprint)
- Additional value-added services

PRIEVIEW COPY ONLY



### SECTION 3

RFQ NUMBER EMPG239

#### PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE BETWEEN ULUNDI AND RICHARDS BAY

FOR A PERIOD OF 2 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 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.

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

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

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

**NOTIFICATION OF AWARD OF RFQ**

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

**VALIDITY PERIOD**

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

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



**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 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"/>
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**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):

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

**PRICE REVIEW**

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

**RETURNABLE DOCUMENTS**

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

<b>Notice to Bidders – Section 1</b>	√
<b>Background overview – Section 2</b>	√
<b>Quotation Form – Section 3</b>	√
<b>Resolution of Board of Directors (Respondent’s Representative) - Section 4</b>	√
<b>Certificate of Acquaintance with RFQ Documents – Section 5</b>	√
<b>Service Fees and Costs - Section 6</b>	√
<b>General Tender Conditions - Form CSS5 – Section 7</b>	√
<b>Conditions of Contract - Form US7 – Section 8</b>	√
<b>Audited Financials for previous year</b>	√
<b>Valid Tax Clearance Certificate</b>	√
<b>VAT Registration Certificate</b>	√
<b>BBBEE Accreditation Certificate</b>	√
<b>Certificate of attendance of RFQ Briefing – Section 9</b>	√
<b>Schedule of Plant and Equipment – Section 10</b>	√
<b>Labour payment Schedule – Section 11</b>	√
<b>Schedule of the Tenderers Experience – Section 12</b>	√
<b>Minimum communal health requirements – Section 13</b>	
<b>Safety arrangements and procedural compliance – Section 14</b>	
<b>Addendum No. 1 to the E7/1 (July 1998) – Section 15</b>	
<b>Supplier Declaration form version 7.4 – Section 16</b>	
<b>Pest Control Certificates – Section 17</b>	
<b>Code of Conduct – Section 18</b>	

**NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,12,13,14,15,16,17 and 18, 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

PRIEVIEW COPY ONLY



### SECTION 4

RFQ NUMBER EMPG239

### PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE BETWEEN ULUNDI AND RICHARDS BAY

FOR A PERIOD OF 2 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 EMPG239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 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 EMPG239**

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
 BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

**SERVICE FEES AND COSTS**

ITEM NO.	REFCLAUSE.	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
C.1	B.9	Maintenance of Controlled Areas	Mnth	24		
C.2	C.9	Day work During normal working hours				
C.2.1	C.9.4	Supervisor (Provisional)	Hour	Rate only		
C.2.2	C.9.4	General worker (Provisional)	Hour	Rate only		
					Sub Total	
					14% VAT	
					TOTAL	

PREVIEW COPY ONLY

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



## SECTION 7

RFQ NUMBER EMPG239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

**GENERAL TENDER CONDITIONS - SERVICES**

Refer Form CSS5 attached hereto.

**PREVIEW COPY ONLY**



## SECTION 8

RFQ NUMBER EMP5G239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 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."*

---

Respondent's Signature

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---

Date and Company Stamp



**SECTION 9**

**RFQ NUMBER EMPG239**

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

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

It is hereby certified that -

- 1. ....
- 2. ....

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

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms of this RFQ on .....2010.

**PREVIEW COPY ONLY**

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



## SECTION 10

RFQ NUMBER EMPG239

### PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE BETWEEN ULUNDI AND RICHARDS BAY

FOR A PERIOD OF 2 YEARS

#### Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 11

RFQ NUMBER EMPG239

### PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE BETWEEN ULUNDI AND RICHARDS BAY

FOR A PERIOD OF 2 YEARS

#### Labour payment schedule

Tenderers are required to complete the following schedule:

#### DAY LABOUR (if required)

Skilled Hour \_\_\_\_\_  
Unskilled Hour \_\_\_\_\_  
Labourer Hour \_\_\_\_\_  
Driver/Operator Hour \_\_\_\_\_  
% Profit on Material \_\_\_\_\_

#### SUBCONTRACTOR/S

Supervisor/s Hour \_\_\_\_\_  
Labourer/s Hour \_\_\_\_\_

#### TRANSPORT AND MACHINERY

#### RUNNING

#### STANDING

1. Light vehicle up to 1 ton
2. 5 Ton vehicle
3. 10 Ton vehicle with crane
4. Crane
5. Scaffolding
6. Generator
7. Other equipment:

8. Full details of any other charges:

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

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



## SECTION 12

RFQ NUMBER EMPG239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

<b>Employer, contact person and telephone number</b>	<b>Description of contract</b>	<b>Value of work inclusive of VAT (Rand)</b>	<b>Date completed</b>

PRIEVIEW COPY ONLY

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 13

RFQ NUMBER EMPG239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

- **Minimum communal health requirements in areas outside the jurisdiction of a local authority: Temporary facilities for contractor's personnel**

**Refer Form E4B attached hereto.**

**PREVIEW COPY ONLY**



## SECTION 14

RFQ NUMBER EMPSG239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

- **Safety arrangements and procedural compliance with the occupational health and safety act (Act 85 of 1993) and applicable regulations**

Refer Form E4E attached hereto.

**PREVIEW COPY ONLY**



## SECTION 15

RFQ NUMBER EMP239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

- **Addendum No.1: to the E7/1 (July 1998)**
- **For works on, over, under or adjacent to railway lines and near high voltage equipment (July 1998)**

**Refer Form E7/1 attached hereto.**

**PREVIEW COPY ONLY**



## SECTION 16

RFQ NUMBER EMPG239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

**Supplier Declaration Form Version 7.4**

**Refer Supplier Declaration Form attached hereto.**

**PREVIEW COPY ONLY**



## SECTION 17

RFQ NUMBER EMPG239

### PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE BETWEEN ULUNDI AND RICHARDS BAY

FOR A PERIOD OF 2 YEARS

Certified copy of a valid Pest Control Operators registration certificates of supervisory personnel

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional registration number:</b>	
<b>Name of employer (firm):</b>	
<b>Current Position:</b>	<b>Years with the firm:</b>
<b>Certification record:</b>	
<b>Experience record pertinent to required service</b>	
<b>Certification:</b>  I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.  _____	
<i>[Signature of person named in schedule]</i>	Date



## SECTION 18

RFQ NUMBER EMPSG239

**PROVISION OF INVADER PLANT CONTROL AND BUSH CLEARING ON THE COAL LINE  
BETWEEN ULUNDI AND RICHARDS BAY**

**FOR A PERIOD OF 2 YEARS**

**Code of Conduct**

**Refer Code of Conduct attached hereto.**

**PREVIEW COPY ONLY**