

## RFQ HOAC-KG06075

### DESCRIPTION

**THE BURNING OF FIRE BREAKS IN THE RAIL RESERVE  
BETWEEN BANK, WELVERDIEND, RYSMIERSBULT, MIDWAY,  
PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

**ISSUE DATE: 09 MARCH 2010**

**SITE INSPECTION: 16 MARCH 2010  
(11H30)**

**CLOSING DATE: 23 MARCH 2010  
(10H00)**

**INFORMATION SESSIONS : 16 MARCH 2010**

**TIME :11H30**

**VENUE : Station Krugersdorp**

**TOWN Millsite**

**CLOSING VENUE: (TENDER BOX) ALLOCATED AT  
THE CHAIRPERSON TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,  
GROUND FLOOR, INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN, JOHANNESBURG**

Respondent's Signature

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Date and Company Stamp



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

**PREVIEW COPY ONLY**



RFQ NUMBER – HOAC-KG06075

**THE BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND,  
RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

**SCHEDULE OF DOCUMENTS**

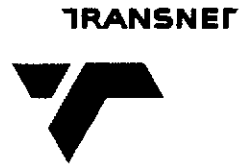
**Section**

1. Notice to Bidders
2. Scope of Work
3. Pricing Schedule
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. General Tender Conditions (CSS5 – Services)
7. Standard Terms and Conditions of Contract (US7 - Services)
8. Certificate of Attendance of Site Meeting / RFQ Briefing
9. Non-Disclosure Agreement
10. Suppliers Code of Conduct

PREVIEW COPY ONLY

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

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



## SECTION 1

RFQ NUMBER – HOAC-KG06075

### BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND, RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER

#### NOTICE TO BIDDERS

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

On or after 09 March 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight rail, Tender advice center, 21 Wellington Road, Inyanda House 1 Parktown.

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

A non refundable tender fee of R100.00 (VAT inclusive) is applicable per tender (listed below) -

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

**NOTE: This amount is not refundable.**

A compulsory pre-Quotation site inspection will be conducted at Krugersdorp on 16 March 2010 at 11H30 for a period of  $\pm 2$  hours. (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 site meeting and/or briefing session.

The briefing session will start punctually at .....11H30..... 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:

Name : Beverley Ramaru  
Email : Beverley.ramaru@transnet.net  
Telephone : 011 584 0611

2. Quotations in duplicate must reach the Secretary, Transnet Freight rail, acquisition council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: HOAC-KG 06075
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Respondent's Signature

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Date and Company Stamp



**Description : THE BURNING OF FIRE BREAKS**  
**Closing date and time : 23/03/2010 (10h00)**  
**Closing address (refer options paragraph 4 below)**

**4. DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet 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 21 Wellington Road Inyanda House No 1 Parktown , and should be addressed as follows:

**THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOW**

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 21 Wellington road Parktown 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 21 Wellington road Inyanda House no 1 Parktown and a signature obtained from that Office.

**THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOW**

5. Please note that this RFQ closes punctually at 10:00 on Tuesday
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.

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

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



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. pricing, delivery, 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 Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.~~

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFQ responses. Transnet will 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 threshold will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Consequently, when Transnet invites prospective suppliers to submit Quotations for its Services and services, it urges Respondents (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007).

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all seven elements of the BBBEE scorecard
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any four of the elements of the BBBEE scorecard



(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**

- EMEs are exempted from BBBEE accreditation
- Automatic rating of Level 4 BBBEE 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%

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that will 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 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

**Turnover :** Kindly indicate your company's annual turnover for the past year R.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

**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 Depot Engineer, at telephone number \_\_\_\_\_ or fax no. \_\_\_\_\_ on any matter relating to its RFQ response.

**14. 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 valid Tax Clearance Certificate.

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

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



## 15. 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.

## 16. 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 manufacture (works) 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.**

- 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.

## 17. LEGAL REVIEW

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

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Respondent's Signature

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Date and Company Stamp





## SECTION 2

### THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN BANK-WELVERDIEND-RYSMIERBULT-MIDWAY-POTCHEFSTROOM-FREDERIKSTAD AND SYFERBULT-KOSTER IN THE GEOGRAPHICALLY AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP

PART A - GENERAL

PART B - PROJECT SPECIFICATION

#### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

##### A. GENERAL

##### A1 SCOPE OF WORK

This contract covers the burning of firebreaks in the rail reserve between Bank, Welverdiend, Rysmierbult, Midway, Potchefstroom, Frederikstad and Koster in the geographically area controlled by the Depot Engineer, Krugersdorp,

to the extent that vegetation treated chemically or otherwise in terms of this contract is kept under control, as defined, for the period 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.

##### A2 SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has experience in the fields of burning of firebreaks in accordance to national RSA legislation (amongst others The National Veld and Forest Fire Act, Act no 101 of 1998) and rules of Fire Protection Association (FPA)



- A2.2 A Site Inspection Certificate (E4A) signed by the Manager or his/her deputy (compulsory) must be submitted with the tender. The submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

### **A3 DURATION OF CONTRACT**

The work provides for the once off preparation and the burning of firebreaks commencing on the date of notification of acceptance of tender with Transnet Freight Rail and completed on the 28 of May 2010

### **A4 COMPLIANCE WITH STATUTES**

- A4.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;
- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
  - b) The Hazardous Substance Act (Act 15 of 1973) as amended.
  - c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
  - d) The Environmental Conservation Act (Act 73 of 1989).
  - e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
  - f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
  - g) Common law of nuisance.
  - h) Mountain Catchment Area Act (Act 63 of 1970).
  - i) The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
  - j) The Occupational Health and Safety Act (Act 85 of 1993)

### **A5 GENERAL**

Tenderers are required to tender for all the areas quoted in the schedule of Quantities and Price, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this tender.

### **A6 TO BE PROVIDED BY TRANSNET FREIGHT RAIL**

The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:

- A6.1.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible



for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.

- A6.1.2 Inspections of the areas of work by motor trolley may be arranged with the Manager or his/her deputy, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Manager or his/her deputy shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

#### **A7 TO BE PROVIDED BY THE CONTRACTOR**

- A7.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.
- A7.2 The Contractor shall provide 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.

- A7.3 The Contractor shall appoint at each work site 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 personnel of the contractor shall at all time during bush and tree felling operations wear reflective safety jackets. These reflective jackets must either be yellow or light blue or preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be clear with the Manager or his/her deputy?

#### **A8 SCHEDULE OF QUANTITIES AND PRICES**

- A8.1 The quantities in the Schedule of 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 Transnet US7 Standard Terms and Conditions of Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they 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 Prices.

#### **A9 CONTRACT PRICE AND ADJUSTMENT FACTOR**

No contract price adjustment will be applicable in this contract. Any price increase due to escalation will be for the Contractor's account and any price decrease will be to his/her benefit.

#### **A10 VALUE-ADDED TAX**

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.

#### **A11 SITE MEETINGS**

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



## A12 SITE BOOKS

- A12.1 The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Manager for the duration of the contract.
- A12.2 The site instruction book shall only be used by the Manager or his/her deputy and will be used for the issuing of instructions to the Contractor.
- A12.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Manager or his/her deputy.

## A13 INFORMATION TO BE PROVIDED WITH TENDER

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

- ~~A13.1 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.~~
- A13.2 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A13.3 The Schedule of Prices must be completed in full.
- A13.4 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A13.5 A description of the methods to be used for controlling the vegetation must be provided. Where herbicides are to be used the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, and any other relevant information must be given.

The methods of vegetation control, description and rates of herbicidal application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor.

The Contractor shall not depart from the methods of vegetation control or minimum herbicide usage tendered, without approval from the Manager or his/her deputy.

- A13.6 **The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Manager**



## **B. PROJECT SPECIFICATION**

### **B1 SCOPE**

B1.1 B1.1 The scope of the work covers the burning of firebreaks in the rail reserve between Bank, Welverdiend, Rysmierbult, Midway, Potchefstroom, Frederikstad and Koster in the geographically area controlled by the Depot Engineer Krugersdorp

- (A) Bank- Welverdiend
- (B) Bank - Vleikop part section
- (C) Bank - Midway part section - Frederikstad
- (D) Welverdiend - Rysmierbult part section
- (E) Welverdiend - Potchefstroom
- (F) Vlakdrift - Koster

- B1.2 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 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.
- B1.4 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.
- B1.5 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.

### **B2 DEFINITIONS**

- B2.1 FIREBREAKS
- Firebreaks are defined as a strip of ground within Transnet Freight Rail boundary along both fences that has the potential to prevent fires spreading to adjoining property from Transnet Freight Rail property or visa versa, it does not cause soil



erosion and it is reasonable free of combustible material capable of carrying a wildfire across it.

- B2.1.1 Control constitutes a process or situation where the control of vegetation on treated areas occurs on an **on-going basis** and not only at the time of measurement and payment inspections.
- B2.1.2 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbor emplacement. Yards and loops start at the clearance mark of the fencing points.
- B2.1.3 Depots/Areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping area within the rail reserve

**This may also include radio masts, signal equipment, relay station and electrically substation and other specified areas outside the railway reserve.**

### **B3 METHOD OF PROVIDING FIREBREAKS**

- B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas, particularly building surrounds, staked cable routes, level crossing, shunting yards and approaches to stations. Techniques, programming and the methods employed shall therefore be approaches at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective firebreak provision is not achieved during any period of the contract
- B3.2 Slashing of burnt material to below the height specified in B4 will be permitted.
- B3.3 Firebreaks provision in terms of the contract will normally be required in respect of yards, depot, and Transnet Freight Rail right of way ancillary areas, where applicable. The method employed is as specified by the contractor per Part A15.1 and are subject to the approval of, and monitoring by the Technical Officer.  
Firebreak provision methods shall, however, be entirely in accordance with the local Fire Protection Association rules/ Local Authority by law and or National Legislation specification and the recommendation for safe and effective firebreaks.
- B3.4 **Prior to making firebreaks electrical / signal installations must be protected by means of making minor firebreaks around such installation and or equipment. The Technical officer will point out such installation and or equipment.**
- B3.5 **The making of firebreaks will not take place if the wind speed exceed 30 km per hour and or if the daily Fire danger Index (FDI), 10h00 reading and 14H00 reading exceed the acceptable norm proposed by the local Fire Protection Officer of the**



**FPA where firebreaks are being provided or if a Prohibition Notice has been issued by the Department of Water Affairs and Forestry or any other competent authority.**

- B3.6 The contractor will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to such working. No firebreaks will be made after 12H00 on Friday until 05H00 the following Monday.
- B3.7 Any deviation from the method of work submitted as per clause A15.1 by the contractor shall be subject to the approval of the Technical Officer.
- B3.8 No firebreaks may be made adjoining property owners have not been informed of the intention to provide firebreaks along a mutual fence. The Technical Officer will negotiate with adjoining property owner. If agreement cannot be reach regarding appropriate dates with the adjoining property owner or owner's provision as per Act 101 of National Veld Fire Act will prevail
- B3.9 No firebreaks may be made if the contractor is possession of a written daily burning permit received from the local Fire Protection Office of the relevant Fire Protection Association. The contractor will be responsible to obtain the daily burning permit**

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

- B4.1 Standard of Firebreaks shall be such that:
- . it is wide but not less than 5 meters measured inward from the boundary fence and long enough to have a reasonable chance of preventing a veldfire from spreading to or adjoining property, and
  - . in station areas the width will not be less than 10 meters measured inward from the boundary fences
  - . it does not cause soil erosion; and
  - . it is reasonably free of combustible material capable of carrying a veldfire across it.
- B4.1.2 Cut woody plant material, i.e. trees, bush, declared weeds and declared invader plants, as well as reeds must cease to exist.
- B4.1.3 There must be no cut, dead, or dry remains of any vegetation within the treated area. In instances where the Contractor is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Manager or his/her deputy. Branches of bushes and trees must be cut in sections of one metre or less before stacking.



## **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 Manager for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of his or her tender or the commencement of the annual burning season as the case may be.
- B5.2 The particulars to be provided in respect of the Contractor's tracer lines, minor firebreaks around electrical and or signal installations and firebreaks provision operation 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 In addition to the initial programme provided for in term of B5.1 the Contractor shall submit daily working programmes 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 deviation from it without notifying the Technical Officer, preventing him/her from monitoring the Contractor 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. 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 programme periods carry out inspections of the Contractors performance method and procedures.
- B6.3 The Technical Officer will during firebreaks programme carry out **one official inspection** of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspection 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.



**B6.3.1** The inspection shall be done after completion of the firebreaks and after the Contractor has notified the Technical Officer that he/she has inspected the work and the work has been completed.

B6.3.2 The second inspection and final inspection of the season will be carried out after completion of the Contractors firebreaks programme and after he/she has notified the Technical Officer that he/she has inspected the work and that all firebreaks are in place. This inspection may be brought forward.

**B6.3.3** During these inspections the area treated will be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as rejected worklot".

**B6.4** The rejection of work that does not comply with the standard of control will be final and valid for that inspection.

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

The rejection of work at a particular inspection shall remain final for that inspection for payment purposes..

B6.5 In the case where the Technical Officer or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a "disputed work". The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Standard Terms and Conditions of Contract for Maintenance Works, US7.

**B7 REMEDIAL WORK**

**B7.1** The Contractor shall carry out remedial work to all work 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 cut, dry or dead with any dimensions in excess of 150mm and forming a fire hazard to the Transnet Freight Rail Operations or adjoining property.

**B7.2** Slashing of burnt vegetation will be allowed on its own as a remedial action subject to the condition stipulated in clause B3.

**B7.3** Fire may be used as a method of vegetation control Or as a method of remedial action.

**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.



B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crop 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.

## **B9 MEASUREMENT AND PAYMENT**

B9.1 Payment will be based on the numbers of worklot treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation measures and has achieved the standard of control defined in clause B4.1

B9.2 No payment will be made for rejected work where control achieved does not meet the standards of control specified.

B9.3 Measurement and payment for the work completed will be made in 1 stage as follows:

B9.3.1 After completion of the tracer lines and minor firebreaks of the entire contract area technical Officer or his deputy and the Contractor will measure the work performed. The Contractor will thereafter receive payment at 20% of the rate tendered for all of the completed work.

B9.3.2 A measurement and evaluation will be made concurrent with the official inspection conducted in accordance with clause B6.3.1. The Contractor will thereafter receive payment at 80% of the rates tendered for all work where control as specified has been achieved.

B9.3.3 The rates and prices tendered in the Schedule of Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.



**SECTION 3**

**RFQ NUMBER – HOAC KG06075**

**BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND, RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

**PRICING SCHEDULE**

<b>SECTION 6 : SCHEDULE OF QUANTITIES FOR FIRE BREAKS</b>						
<b>NO.</b>	<b>Start to End Section</b>		<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Price</b>
1	Bank - Welverdiend		m2	180000		
2	Bank - Vleikop part Section		m2	50000		
3	Bank - Midway part Section		m2	24000		
4	Wolverdiend - Rysmierbult part Section		m2	40000		
5	Wolverdiend - Potchefstroom part Section		m2	46000		
6	Watershed - Koster	part Section	m2	60000		
	<b>Sub - Total</b>		m2	<b>400000</b>		
7	<b>PROVISIONALS</b>		m2	<b>50000</b>		
	<b>TOTAL</b>		m2	<b>450000</b>		

Respondent's Signature

Date and Company Stamp



**PREVIEW COPY ONLY**



**RFQ NUMBER – HOAC KG06075**

**BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND, RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

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 prices 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.

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.

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

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



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 supply of 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 favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 12 Months 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:

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**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 reasons 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 11/05/2010 (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:

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**TAX CLEARANCE CERTIFICATE**

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

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

**BANKING DETAILS**

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

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

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

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

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

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

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

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

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

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

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**REGISTRATION CERTIFICATE**

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

**NAME AND ADDRESS OF ACCREDITED AGENT**

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

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



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"/>
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If YES, please indicate below:

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

ADDRESS

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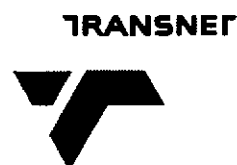
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Indicate nature of relationship (if any):

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

## 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 & Delivery Schedule – Section 6	√
General Tender Conditions, Form CSS5 – Section 7	√
Conditions of Contract, Form US7 – Section 8	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Certificate of attendance of Site Meeting / RFQ Briefing – Section 9	√
Specifications and Drawings – Section 10	√
Non-Disclosure Agreement – Section 11	√

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

Respondent's Signature

27

Date and Company Stamp



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

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

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

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

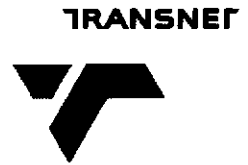
2 \_\_\_\_\_ 2 \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

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**SECTION 4**

**RFQ NUMBER – HOAC KG6075**

**BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND, RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

**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 Services.

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

\_\_\_\_\_  
SIGNATURE CHAIRMAN

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

\_\_\_\_\_  
SIGNATURE SECRETARY

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

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



**SECTION 5**

**RFQ NUMBER – HOAC KG06075**

**BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND,  
RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

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

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

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

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

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

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



**SECTION 6**

**RFQ NUMBER – HOAC KG06075**

**BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND,  
RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

**GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 attached hereto**

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**SECTION 8**

**RFQ NUMBER – HOAC KG06075**

**BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND, RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

The client (Transnet) will be allowed to terminate the contract by giving 30 days notice should the service not be according to specification and to client’s full satisfaction.

The briefing session is compulsory and companies not attending might be overlooked during the tender process.

**Contact person for site inspection attendance and directions:**

Contact Person: Henry Matsheni Tel.: 083 299 8167

**1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of.....

Has/have today attended the Tender briefing in respect of the proposed:

.....

.....

TRANSNET’S REPRESENTATIVE  
REPRESENTATIVE

TENDERER’S

DATE :.....



**SECTION 9**

**RFQ NUMBER – HOAC KG05797**

**BURNING OF FIRE BREAKS IN THE RAIL RESERVE BETWEEN BANK, WELVERDIEND,  
RYSMIERSBULT, MIDWAY, PORTCHEFSTROOM, FREDERIKSTAD AND KOSTER**

**NON-DISCLOSURE AGREEMENT (“NDA”)**

**Complete and sign NDA attached hereto**

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