



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

## REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**ISSUE DATE : 25 August 2010**  
**CLOSING DATE : 14 September 2010**  
**CLOSING TIME : 10H00**  
**OPTION DATE : 30 November 2010**

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

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**RFQ NUMBER KDS80E1961 – 6220**

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**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. Schedule of Rates**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate of Attendance of Information Briefing Session**
- 10. Schedule of Plant**
- 11. Minimum Communal Health Requirements (E4B)**
- 12. Safety Arrangements and Procedural Compliance (E4E)**
- 13. Specification For Works On, Over, Under Or Adjacent to Railway Lines  
Near High Voltage Equipment**
- 14. Suppliers Code of Conduct**
- 15. Non-Disclosure Agreement**
- 16. Location Km posts**

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Respondents Signature

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Date & Company Stamp



## SECTION 1

RFQ NUMBER KDS80E1961 – 6220

### CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE

FOR A PERIOD OF ONE YEAR

#### NOTICE TO BIDDERS

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

On or after 25 August 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of R250,00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; KDS80E1961-6220 and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on 2<sup>st</sup> September 2010.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Jacaranda Boardroom, Nzasm Building, Corner of Paul Kruger and Minnaar street, Pretoria on the 3<sup>rd</sup> September 2010, at 11h00.

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

**The briefing session will start punctually at 11h00 and Respondents arriving late will not be accommodated.**

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

Name : Yvonne Scannell  
Division : Transnet Freight Rail, (SCS) Procurement  
Email : Yvonne.scannell@transnet.net

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

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



<b>RFQ No</b>	<b>: KDS80E1961 – 6220</b>
<b>Description</b>	<b>: Control of vegetation within Rail Reserve in the Geographical area controlled by the Depot Engineer, Polokwane</b>
<b>Closing date and time</b>	<b>: 14 September 2010 at 10h00</b>
<b>Closing address</b>	<b>: (refer options paragraph 4 below)</b>

**4. DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1** If posted, the envelope must be addressed to The Secretary, Transnet Freight Rail Acquisition Council, and 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 Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

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

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

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Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



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

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 14 September 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. 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 RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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

Transnet would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFP responses. Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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Respondents Signature

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

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

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

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

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

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

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**

- Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually from their Auditors / Accounting Officers)

**12.2** In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFPs the percentage, of the total contract value that would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

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Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**12.3 Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

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

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rated agency.

**12.4** The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

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

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

**DTI BBBEE UNIQUE PROFILE NUMBER:**  
.....

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

**13. COMMUNICATION**

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

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

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Respondents Signature

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Date & Company Stamp



#### 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 BBBEE Certificate;
  - 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-RFQ 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.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

**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.**

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Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**

**18. DISCLAIMERS**

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

- modify the RFQ's Service(s) 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
- preference will be given to locally based suppliers

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

“PREVIEW COPY ONLY”

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Respondents Signature

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Date & Company Stamp



**19. LEGAL REVIEW**

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

Respondents to complete this section:

NAME OF RESPONDENT .....
PHYSICAL ADDRESS .....
.....

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

**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**

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Respondents Signature

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Date & Company Stamp



## SECTION 2

RFQ NUMBER KDS80E1961 – 6220

### CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE

FOR A PERIOD OF ONE YEAR

#### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

##### 1A. GENERAL

###### **A1 SCOPE OF WORK**

This contract covers the control of vegetation, including trees, bush, declared weeds, declared invader plants and reeds, by means of portable and/or other approved equipment or methods on Transnet Freight Rail property. This work is to be done in the geographical area controlled by the Depot Engineer, Polokwane, 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 vegetation control, industrial herbicide application, and the felling of tall and problematic trees in Southern Africa. Documentation supporting claims of competency must be provided and will be used in the evaluation of the tender. A statement of similar works successfully carried out by the tenderer is to be included in the tender documents.

A2.2 Consideration will also only be given to tenderers who have suitable and sufficient equipment for this type of work and expertise in the use thereof. Such equipment should, inter alia, at least include extension ladders (extendable to 10.7 metre), block and tackles, cherry picker (or access thereto), Brush cutters, Chain saws, etc.

A2.3 A Site Inspection Certificate signed by the Technical Officer or his/her deputy (compulsory) must be submitted with the tender. The submission thereof will be deemed to indicate the Contractor's

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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 control of vegetation for a period of one year commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

**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)
- k) The National Veld and Fire Act, Act 101 of 1998

A4.2 Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator**, specialising in the field of industrial weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

**A5 RETENTION MONEY**

Retention money will not be deducted from payments.

**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.

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Respondents Signature

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Date & Company Stamp



A6.1.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer or his/her deputy, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Technical Officer 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 times during bush and tree felling operations wear reflective safety jackets. These reflective jackets must either be yellow or light blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

**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.**

#### **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.

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Respondents Signature

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A8.3 The short descriptions of the items in the Schedule are for identification purposes only. The Transnet General Tender Conditions with the Standard Terms and Conditions 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 Technical Officer 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 Technical Officer for the duration of the contract.

A12.2 The site instruction book shall only be used by the Technical Officer 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 Technical Officer 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 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.

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Respondents Signature

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Date & Company Stamp



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- A13.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A13.4 The Schedule of Prices must be completed in full.
- A13.5 A completed Schedule of Plant and an undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A13.6 A list of registered herbicides 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

Where herbicides are to be used for stump treatment it is required that a suitable colourant be added to the herbicide or that a herbicide containing a colourant be used. Detail of the colourants, and with which products they are to be used, must be provided.

The Technical Officer or his/her deputy's approval shall first be obtained for use of other herbicides.

- A13.7 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 Technical Officer or his/her deputy.

- A13.8 **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 A4.2, must be submitted.**

- A13.9 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 Technical Officer

**A14 PENALTIES FOR LATE COMPLETION**

The provisions pertaining to "penalties for late completion" shall not apply to this contract.

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Respondents Signature

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Date & Company Stamp



## **1B. PROJECT SPECIFICATION**

### **B1 SCOPE**

- B1.1 The scope of the work covers the control of vegetation within selected sections of the rail reserve on either side of the railway line(s), included certain yard areas. This work is to be done in the geographical area controlled by the Depot Engineer, Polokwane.
- B1.2 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.
- B1.3 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.
- B1.4 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.
- B1.5 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.
- B1.6 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 CONTROL**

Control is achieved when;

- Woody and certain plant material, i.e. trees, bush, declared weed, declared invader plants and reeds, has been cut back to a height of 0.3 metre and that the remaining stumps and growth cease to exist as living organisms or entities (killed),
- No new growth, such as seedlings or saplings, of woody plant material and reeds, of any height, occur,
- Plant material, other than woody plant material and reeds stipulated above, remains alive,
- All cut, dead or dry remains of any vegetation within the treated area are completely removed from Transnet Freight Rail property, or to sites designated on Transnet Freight Rail property by the Technical Officer or his/her deputy,

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



- All branches of plants, outside the area to be controlled, which protrude or hang over into the area to be controlled, are removed.

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 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 2.2 WORK AREA

The area to be controlled consists of a strip of 5 metre wide along sections on either side of the railway line(s) specified in paragraph B1.1 unless otherwise stipulated by the Technical Officer or his/her deputy. These strips will run parallel to the railway line(s). The starting distance of the inner dimensions of these strips, i.e. closest to the railway line, will be 8 metre measured from the centre of the closest railway line. See sketch (Annexure 1). On yards it is the area parallel to the outermost rail and measured 8 metre from the centerline of the outermost rail, or as otherwise stipulated by the Technical Officer.

For the purpose of this contract the work will be measured either in square metre or individually as stipulated in the Schedule of Prices. The work to be done will be subdivided into sections as stipulated in the Schedule of Prices.

**Transnet Freight Rail may conclude one or more contracts as a result of this tender.**

#### B 2.3 MODERATE TO DENSELY POPULATED GROWTH (GROUP A)

Group "A" is vegetation growth that is moderate to heavily dense and is not practical to count the individual trees or bushes for the purpose of this tender.

This Group (A) will be measured in square meters (m<sup>2</sup>) as indicated in the schedule of quantities.

#### B 2.4 INDIVIDUAL TREES (GROUP B)

Individual trees, which for this contract are quantifiable into individual trees and classified according to girth in into classes, indicated in the schedule of quantities.

#### B 2.5 TECHNICAL OFFICER OR HIS/HER DEPUTY

The Technical Officer pertaining to this tender will be the Junior Manager (Technical Support) of the Infrastructure Maintenance Depot, Polokwane, and his/her deputy would be a person he/she has delegated the responsibility to in his/her absence.

#### B 2.6 ELECTRICAL OFFICER OR HIS/HER DEPUTY

The Electrical Officer pertaining to this tender will be the Engineering Assistant (Electrical department) of the Infrastructure Maintenance Depot, Krugersdorp.

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**B3 METHOD OF VEGETATION CONTROL**

- B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.
- B3.2 Plant material, other than woody material and reeds stipulated in clause B2.1, such as grasses and herbaceous plants are to remain alive to prevent soil erosion.
- B3.3 Burning and hoeing ("Skoffeling"), of plant material will not be allowed as a method of control. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used.
- B3.4 Any deviation from the method of work submitted as per clause A13.1 by the Contractor shall be subject to the approval of the Technical Officer.
- B3.5 Where plant material, stipulated in clause B1.2 and B3.2, is severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

**B4 STANDARDS OF WORKMANSHIP**

- B4.1 Plant material, other than woody plant material and reeds, must be alive.
- B4.1.2 Cut woody plant material, i.e. trees, bush, declared weed and plant invaders, 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 Technical Officer or his/her deputy. Branches of bushes and trees must be cut in sections of one metre or less before stacking.
- B4.2 OVERALL CONTROL
- B4.2.1 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;

$$\text{Overall Control} = \frac{(\text{SquareMetre / Trees controlled} - \text{SquareMetre / Trees rejected})}{\text{SquareMetre / Trees controlled}} \times 100$$

- B4.2.2 The minimum percentage of the total work that shall comply with the standard of control, shall be 80%. This measurement will be applicable for each inspection carried out during the term of the contract.

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



B4.2.3 Failure by the Contractor to achieve the standard of “Overall Control” shall enable the Project Manager to terminate the Contract in terms of Clause 33 of the Transnet E5 (MW) General Conditions of Contract.

**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.

B5.1.1 Transnet Freight Rail requires that the initial works be completed within **12 weeks** from the date of notification by Transnet Freight Rail.

B5.2 The particulars to be provided in respect of the Contractor’s vegetation control program 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 factors that could influence the work;
- monitoring the standard of vegetation control achieved;
- identifying any damage or hazards which may have been caused by the vegetation control operation, and
- planning of timeous execution of remedial work where control is not being achieved.

B5.4 In addition to the annual program 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 program 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.

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**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 application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

B6.2 The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor. The Technical Officer may order the Contractor to retreat entire sections where such chemicals were applied.

B6.3 The Technical Officer or his/her deputy shall, during the contract period, carry out three official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved.

**The Technical Officer or his/her deputy will inform the Contractor 14 days in advance of the program of these 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 or his/her deputy.

B6.3.1 The first inspection will take place at or within 2 weeks after completion of the Contractor's initial program and at which time control as described in B2.1 shall have been achieved.

B6.3.2 The second inspection will take place at or within 2 weeks after **25 weeks** from the date of notification by Transnet Freight Rail, and will be evaluated on the specified level of control as described in B2.1.

B6.3.3 The third and final inspection of the season will be carried out at or within 2 weeks after **48 weeks** from the date of notification by Transnet Freight Rail, and will be evaluated on the specified level of control as described in B2.1.

B6.3.4 During each of these inspections the area treated will be measured and evaluated. Any area, measured in square metre, which does not comply with the specified level of control, will be recorded as rejected work.

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

The Contractor may contest the rejection by the Technical Officer or his/her deputy **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, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



- 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.
- B6.6 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Contractor for that inspection.

## **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 growth from the controlled work area.
- 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 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.

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



- 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.**

**B9 MEASUREMENT AND PAYMENT**

- B9.1 Payment will be based on the numbers of square metre and/or individual trees 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 B2.1.
- 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 3 stages as follows:
- B9.3.1 After completion of the initial program of the entire contract area the Technical Officer or his/her deputy and the Contractor will measure and evaluate the work performed in terms of clause B6.3.1 (number of square metre treated). The Contractor will thereafter receive payment at **40%** of the rates tendered for all work where control as specified has been achieved.
- B9.3.2 A second measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause B6.3.2. The Contractor will thereafter receive payment at **30%** of the rates tendered for all work where control as specified has been achieved.
- B9.3.3 A third measurement and evaluation will be made concurrent with the third official inspection conducted in accordance with clause B6.3.3. The Contractor will thereafter receive payment at **30%** of the rates tendered for all work where control as specified has been achieved.
- B9.4 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.

**2. GENERAL INFORMATION**

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

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

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**3. 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 RFP, 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	
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**4. 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:**

YES		NO	
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\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp





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**6. RISK**

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

.....

.....

.....

.....

(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)

.....

.....

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp





**8. EVALUATION CRITERIA**

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Compliance – Completeness of your responses and content of the Quotation will be considered
- Previous performance/Track record/Experience
- BBBEE status of company
- Plant/Equipment available
- Registered Pest Control Officer Certificate

**9. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 – SERVICES)**

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the service.

**10. INDEMNITY CLAUSE:**

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



### SECTION 3

RFQ NUMBER KDS80E1961 – 6220

#### CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE

FOR A PERIOD OF ONE YEAR

#### QUOTATION FORM

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

\_\_\_\_\_ of (full address)

carrying on business under style or title of  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



- (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, 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 service, 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 two (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, deliverables, quality, BBBEE status or for any other reason.

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**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 Quotation is submitted.

- (i) Registration number of company / C.C. ....
- (ii) Registered name of company / C.C. ....

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



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

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

**REGISTRATION CERTIFICATE**

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

**NAME AND ADDRESS OF ACCREDITED AGENT**

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

Name	.....
Address	.....
	.....

**CONFIDENTIALITY**

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

\_\_\_\_\_  
 Respondents Signature

\_\_\_\_\_  
 Date & Company Stamp



**DISCLOSURE OF PRICES TENDERED**

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

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

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

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 Service(s) purchased outside the contract.

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

- 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
- Schedule of Rates - Section 6
- General Tender Conditions - Form CSS5 – Section 7
- Conditions of Contract - Form US7 – Section 8
- Certificate of attendance of Information Briefing – Section 9
- Schedule of Plant and Equipment – Section 10
- E4B – Minimum Health Requirements – Section 11
- E4E – Safety arrangements and Procedural compliance – Section 12
- Specification For Works on, Over, Under Or Adjacent to Railway Lines near High Voltage Equipment – Section 13
- Supplier code of conducts – Section 14
- Non-Disclosure Agreement – Section 15
- Location Km posts – Section 16
- Transnet Supplier Declaration/Application
- Copy of cancelled cheque or letter from the bank verifying banking details (with bank statement)
- Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
- Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
- Certified Copy of Share Certificates of Shareholders, CK1
- A Letter with the company's letterhead confirming physical and postal addresses
- Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
- A Signed letter from the Auditor/Accountant confirming most recent annual turnover percentage black ownership in the company AND/OR BBBEE certificate and credit scorecard from an accredited rating agency (ABVA Member)
- Registered Pest Control Officer Certificate
- Letter of Good Standing with the Compensation Commissioner
- A description of the methods to be used for controlling the vegetation must be provided.

**NOTE:** Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, as indicated in the footer of each page, must be signed and dated by the Respondent.

\_\_\_\_\_  
Respondents Signature

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

SIGNED a \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: \_\_\_\_\_

\_\_\_\_\_

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



### SECTION 4

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**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 RFQs, Quotations and/or Contracts for the supply of Services.

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

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

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

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

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 5

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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

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

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**SECTION 6**

**RFQ NUMBER KDS80E1961 – 6220**

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
 CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**SCHEDULE OF RATES/REQUIREMENTS**

<b>SECTION: GROENBULT – BEIT BRIDGE</b>				
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>SCHEDULE OF QUANTITIES / APPROXIMATE M<sup>2</sup></b>				
Cleaning of vegetation per square meter in Dense to moderately populated growth (Group A)	81000	M <sup>2</sup>		
<b>SCHEDULE OF QUANTITIES /APPROXIMATE DIAMATER</b>				
1. Felling of trees (1-200mm)	685	EA		
2. Felling of trees (201-500mm)	572	EA		
3. Felling of trees (501-800mm)	58	EA		
* The quantities listed above are approximate				
	<b>GROSS TOTAL R _____</b> <b>VAT(14%) R _____</b> <b>AMOUNT DUE R _____</b>			

Respondents Signature

Date & Company Stamp







**SUMMARY**

Item	Section	Total price
1	Groenbult - Beitbridge	
2	Groenbult - Hoedspruit	
3	Pyramid - Groenbult	
5	Pyramid - Pienaarsrivier	
<b>TOTAL</b>		

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 7

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**GENERAL TENDER CONDITIONS - SERVICES**

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 8

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**  
**FOR THE SUPPLY 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.”*

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



**SECTION 9**

**RFQ NUMBER KDS80E1961 – 6220**

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION**

It is hereby certified that -

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

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

attended the information briefing session in respect of the proposed Service to be rendered in terms of this RFQ on .....2010.

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 10

RFQ NUMBER KDS80E1961 – 6220

### CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE

FOR A PERIOD OF ONE YEAR

#### SCHEDULE OF PLANT

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

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

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

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

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\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 11

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**MINIMUM COMMUNAL HEALTH REQUIREMENTS**

Refer Form E4B attached hereto.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 12

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE**

Refer Form E4E attached hereto.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 13

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**Specification For Works On, Over, Under Or Adjacent to Railway Lines near High Voltage  
Equipment**

**Refer to Annexure attached hereto.**

**“PREVIEW COPY ONLY”**

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 14

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**Suppliers Code Of Conduct**

**Refer to Annexure attached hereto.**

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 15

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

**Non-Disclosure Agreement (“NDA”)**

**Complete and sign NDA attached hereto**

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp



## SECTION 16

RFQ NUMBER KDS80E1961 – 6220

**CONTROL OF VEGETATION WITHIN RAIL RESERVE IN THE GEOGRAPHICAL AREA  
CONTROLLED BY THE DEPOT ENGINEER, POLOKWANE**

**FOR A PERIOD OF ONE YEAR**

Location Km posts

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

\_\_\_\_\_  
Date & Company Stamp