



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

ISSUE DATE : 13 JULY 2010
CLOSING DATE : 03 AUGUST 2010
CLOSING TIME : 10H00
OPTION DATE : 31 DECEMBER 2010

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

Respondent's Signature

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Date and Company Stamp



RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Quotation Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Pricing and Delivery Schedule**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate of Attendance of Information Briefing 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 And Near High Voltage Equipment. (E7)**
- 14. Suppliers Code Of Conduct**
- 15. Non Disclosure Agreement**

Respondent's Signature

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Date and Company Stamp



SECTION 1

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

NOTICE TO BIDDERS

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

On or after 13 July 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Tender Advice centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. A non-refundable Quotation fee of R200.00 (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, KDS 80B6565_6429 and the Company Name. Receipts to be presented prior to collection of the RFQ's.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Operations Boardroom, Station Building, Station Street, Phalaborwa on the 23 July 2010, at 09h30.

NOTE:

*** (Very Important) ***

- Respondents failing to attend the compulsory briefing session and site visit will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
- The information briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.
- Respondents to provide own Transportation, Beverages and Accommodation.
- Reflective Jackets and Safety Shoes to be worn when visiting the site.
- Respondents, who do not comply with all of the above, will be disqualified immediately on site.
- No facsimile-, telegraphic-, or e-mail tenders/quotations will be accepted.

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

Name : Anneline Scholtz
Division : Transnet Freight Rail, (SCS) Procurement
Email : anneline.scholtz@transnet.net

Respondent's Signature

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Date and Company Stamp



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

RFQ No	: KDS80B6565_6429
Description	: Cutting Of Veld Grass at Nelspruit To Komatipoort on an “as and when ” basis (For a Period Of 2 (Two) Years)
Closing date and time	: 03 August 2010 at 10h00
Closing address (refer options paragraph 4 below)	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

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

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
RFQ BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "RFQ 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 RFQ box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

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

Respondent’s Signature

Date and Company Stamp



**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 03 August 2010.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. 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).

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).

Respondent’s Signature

Date and Company Stamp



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 sub-contractor(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.

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

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rated agency.

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

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

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

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

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

13. 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 Chairperson of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

14. RFQ SCHEDULE

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

Respondent's Signature

Date and Company Stamp



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.

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

Respondent’s Signature

Date and Company Stamp



18. DISCLAIMERS

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

- modify the RFQ’s 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

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

19. LEGAL REVIEW

Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET’s Legal Counsel. Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

Respondent’s Signature

Date and Company Stamp



**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**

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 2

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

CUTTING OF VELDGRAS IN THE ERMELO PRECINCT (ERMELO AND PIET RETIEF) ON AN “AS AND WHEN” REQUIRED BASIS

PART A

SPECIAL CONDITIONS OF CONTRACT

1. BACKGROUND

This RFQ covers the as and when control of vegetation at various stations under the control of Property Management. The various stations will be combined into workable precincts for better distribution of workload, vegetation control and management of contracts.

2. SCOPE OF WORK

2.1.1. This contract covers:

The as and when control of veld grass, weeds, declared alien weeds, removal of trees and bushes not higher than 1,5m and trimming of trees in a specified station area by mechanical means or alternatively cutting of grass and noxious weed eradication without removal.

The control of vegetation as specified by means of chemical control, by means of using either a soil sterilent, a selective or non selective non residual herbicides as per specification. Soil sterilent, selective or non selective non residual herbicides to contain a dye to indicate dosage.

- 2.2. The essence of the contract is to insure a safe work area with vegetation maintained to the prescribed specifications. Any Vegetation which may obscure, hinder or interfere with operational activities, or have the potential to endanger personnel or equipment must be regularly monitored and maintained.

Respondent's Signature

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Date and Company Stamp



- 2.3. The contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area.
- 2.4. All herbicide must be applied in consultation with the Property Site Manager/Horticulturist.

3. DEFINITIONS

3.1 CONTROL

Control is achieved when;

- 1. All existing or potential growth of grass is cut to a maximum height of 150mm as stated in spec and noxious weeds eradicated.
- 2. There are no cut remains of any vegetation within the treated are, which may constitute a hazard, danger, or hindrance to Transnet operations, personnel or equipment.
- 3. All noxious weeds eradicated shows signs of dye mixed in with chemical control agent.

4. CLEAN STATION or AREA

This constitutes the successful control of vegetation between facing points and trailing points and between two boundary fence lines. See attached sketch of typical station layout. For inspection and payment purposes, any growth taller than the specified height and any noxious weeds not visibly eradicated in any area shall result in that on yard being rejected in its entirety.

5. DECLARED WEEDS

Declared weeds means eradication of declared plants proclaimed under the Conservation of Agricultural Resources Act, Act No.43 of 1983, as listed in Government Gazette No. 9238, or amendments thereto.

6. SUFFICIENCY OF TENDER

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

7. GENERAL

Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible. His/her may conclude one or more contracts as a result of this tender.

Respondent's Signature

Date and Company Stamp



8. TO BE PROVIDED BY THE CONTRACTOR

- 8.1 In addition to all labour, materials, plant equipment and incidentals needed to complete work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.
- 8.2 The Contractor shall provide at his/her own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area.

9. SCHEDULE OF QUANTITIES AND PRICES

- 9.1 The Schedule of Quantities depicts the station yard for that specific line. The Contractor shall submit with his/her tender a complete and detailed prices schedule (prepared in ink) for the Works.
- 9.2 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.

10. 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. No subcontractors are permitted without prior notification and written consent from Transnet and attendance at the site meetings.

11. INFORMATION TO BE PROVIDED WITH TENDER

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

- 11.1 Full description of the plant and methods of control to be used by him for all aspects of the work required ensuring performance as specified.
- 11.2 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 him/her.
- 11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 11.4 The Schedule of Quantities and Prices must be completed in full.

12. METHOD OF VEGETATION CONTROL

- 12.1 The Contractor's method and program shall provide rapid and effective control of Property areas as designated.

Respondent's Signature

Date and Company Stamp



- 12.2 The Contractor is to ensure that there be no plants or any of vegetation exceeds the stated specifications after completion of the work.
- 12.3 Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.
- 12.4 Chemical control will only be allowed where indicated and as specified. Types of chemical applied must be done in consultation with a certified (qualified) Property Site Manager/Horticulturist.

13. STANDARDS OR WORKMANSHIP

- 13.1 Standard of vegetation control.
Vegetation control shall be such that there be no dry or dead remains of vegetation in the station yard greater than 150mm in height that constitutes a hazard, hindrance or danger to operations
- 13.2 Manual Removal of Vegetation.
For this contract, the Contractor should timeously familiarize himself with the existing conditions of the sites and ensure that his tender prices include all work necessary to achieve the required control.
- 13.3 Chemical control
Chemical control to be done in accordance with the laid down specifications and health specifications and the correct PPE to be worn at all times.

14. PROGRAMME OF WORK

- 14.1 The Contractor shall be instructed by the Maintenance Supervisor when and where to do vegetation control and commence with the work 7 days from date of notification and complete the work within 2 weeks from notification. A further one week remedial period will be allowed after this to allow the contractor to complete all rejected work. The contractor shall employ enough people and allocate enough resources to be able to complete the work in the specified time.
- 14.2 The particulars to be provided in respect of the Contractor's vegetation control program shall include but not be limited to the following:
- 14.3 An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.
- 14.4 The appropriate methods and procedures to be implemented by him to achieve the standards of vegetation control required in terms of the contract.
- 14.5 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:

Respondent's Signature

Date and Company Stamp



- Ascertaining the nature of weed infestation and factors that could influence the work.
- Monitoring the standard of weed control achieved.
- Identifying any damage or hazards, which may have been caused by the weed control operation.
- Planning of timeous execution of remedial work where control is not being achieved.

14.6 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

15. PEERFORMANCE MONITORING AND EVALUATION

- 15.1 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 completed. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved. Weekly inspections between the MS and contractor will be performed to keep up with the progress to complete the inspection of the final sections by end week 2.
- 15.2 The MS shall at any time during the control period carry out inspections of the Contractor's performance methods and procedures.
- 15.3 The MS will inform the Contractor in advance of the schedule of 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 to dispute the measurements and evaluation of the Technical Officer.
- 15.4 The rejection of a station yard that does not comply with the standard of control will be final and valid for that inspection.
- 15.5 The rejection by the MS of work performance may be contested by the Contractor only at the time and place of rejection.

16. REMEDIAL WORK

- 16.1 The Contractor shall carry out remedial work on a continuous basis in station yards where control has not been achieved, prior to the official weekly inspections. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 1500mm and forming a nuisance or hazard to operations.
- 16.2 The MS will, during inspections, order the Contractor to carry out remedial action which will have to be done continuously and be completed not later than one week after the initial 2 weeks period.
- 16.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.

Respondent's Signature

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Date and Company Stamp



17. DAMAGE TO FAUNA AND FLORA

- 17.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed. The Contractor shall take the presence of drainage works within yards or depot into account and shall ensure that no water-borne movement of herbicides is possible.
- 17.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.
- 17.3 Dumping, polluting or littering 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 to a suitably registered waste removal site.

Containers and residual material shall not be disposed of on Transnet property or as part of Transnet refuse.
- 17.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

18. TERM

Vegetation control per area will be for period of 4 weeks from the date of notification of tender acceptance by him/her. One week for preparation, two weeks for execution and remedial and one week for final remedial work. Where monthly cuts are required a 20 day revolving period needs to elapse between commencement of each successive monthly cut.

19. MEASUREMENT AND PAYMENT

- 19.1 After completion of the contractor's program inspection of the works will be carried out. Payment will be based on the successful completion of the job as per specification.
- 19.2 No payment will be made for rejected station yards where control achieved does not meet the standards of control specified. The contractor, will however, be given a period of two weeks to remedy any rejected work and be paid accordingly should this work meet the standard of control defined in clause 2.1.

20. IDENTIFICATION, LOCATION OF STATIONS AND SKETCHES

Each region to supply detail.

Respondent's Signature

Date and Company Stamp



21. PENALTIES

21.1 No penalties will apply to this contract.

22. 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.

23. EXCHANGE AND REMITTANCE

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

"PREVIEW COPY ONLY"

(a)	ZAR1.00 (South African currency) being equal to (foreign currency).% in relation to RFQed price(s) (.....) to be remitted overseas by Transnet.
(b) (Name of country to which payment is to be made)
(c)	<u>Beneficiary details</u> : Name (Account holder) Bank (Name and branch code)..... Swift code Country
(d) (Applicable date of Exchange Rate used)



24. 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	
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NO	
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25. 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)::

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.....

.....

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



27. 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
- Tax Clearance Certificate

28. 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.

29. 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”

Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

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 (revised August 2008);
- (ii) General RFQ Conditions, Form CSS5 – Services (revised August 2008); and

Respondent's Signature

Date and 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 _____ 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.

Respondent's Signature

Date and Company Stamp



VALIDITY PERIOD

TRANSNET desires a validity period of 4 (four) 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.

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

Respondent's Signature

Date and Company Stamp



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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

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 (revised August 2008).

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 Service(s), which is either directly or indirectly related to TRANSNET’s business, written approval to divulge such information will have to be obtained from TRANSNET.

Respondent’s Signature

Date and Company Stamp



DISCLOSURE OF PRICES TENDERED

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

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

DECLARATION

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

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

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

(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.

Respondent's Signature

Date and 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	√
Pricing - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of Information Briefing Session – Section 9	√
Schedule of plant and Equipment – Section 10	√
E4E – Safety arrangements and procedural compliance – Section 11	√
Safety arrangements and Procedural Compliance – Section 12	√
E7 – Specification For Works on, Over, under or adjacent to railway lines and near high voltage equipment – Section 13	√
Suppliers Code Of conduct – Section 14	√
Non disclosure Agreement – Section 15	
Supplier Declaration / Application	√
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)	√
Certified Copy of identity document of shareholders/directors/members (Where applicable)	√
Certified Copy of share Certificates 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	√
Valid original or certified SARS Tax Clearance Certificate and VAT certificate	√
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member BBBEE Accreditation Certificate	√
Letter of Good Standing	√

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

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will 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 _____ 2009.

 Respondent’s Signature

 Date and Company Stamp



SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 4

RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to RFQs, 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 KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

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

SIGNED at _____ on this _____ day of _____ 2009.

WITNESS : _____

SIGNATURE OF RESPONDENT

Respondent's Signature

Date and Company Stamp



SECTION 6

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

PRICING AND DELIVERY SCHEDULE

SCHEDULE OF WORK AND PRICES						
	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Price Per Unit Year 1</u>	<u>Price Per Unit Year 2</u>	<u>Total Amount For 24 months</u>
1	Cut veld grass to maximum height of 150mm	60000.00	M ²			
2	Cut bushes and trees not higher than 1,50m to ground level	50	Ea			
3	Remove bushes/trees not higher than 1,50m complete	50	Ea			
4	Cut of noxious weeds and spray with dyed herbicide	1000,00	M ²			
5	Spray of noxious weeds with herbicide	1000,00	M ²			
6	Complete sterilization of soil with sterilant	1000,00	M ²			
7	Raking of cut grass and removal	60000,00	M ²			
8	Removal of rubbish created by cutting of trees and noxious weed	50	M ³			
	All quantities are approximate		<u>Total:</u>			
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Gross Total Year 1 And Year 2				
		VAT (14%)				
		Total Due				

 Respondent's Signature

 Date and Company Stamp



SECTION 7

RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 8

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:

“The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents.”

Respondent's Signature

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Date and Company Stamp



SECTION 9

RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on
..... 2009.

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:



SECTION 10

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

SCHEDULE OF PLANT

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

(i) Plant immediately available for work tendered for :

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

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

Respondent's Signature

Date and Company Stamp



SECTION 11

RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 12

RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS”
(FOR A PERIOD OF 2 (TWO) YEARS)**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 13

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

Specification For Works On, Over, Under Or Adjacent To Railway Lines
And Near High Voltage Equipment. (E7)

Refer Form E7 attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 14

RFQ NUMBER KDS80B6565_6429

CUTTING OF VELD GRASS AT PHALABORWA ON AN “AS AND WHEN” REQUIRED BASIS (FOR A PERIOD OF 2 (TWO) YEARS)

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 15

RFQ NUMBER KDS80B6565_6429

**CUTTING OF VELD GRASS AT PHALABORWA
ON AN “AS AND WHEN” REQUIRED BASIS
(FOR A PERIOD OF 2 (TWO) YEARS)**

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp