



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] NO: SCS D1012 CRAC-DNR 19384

FOR THE PROVISION OF: CUTTING OF YARDS AND LEVEL CROSSINGS

REQUIRED AT: CAPE NATAL LINES

ISSUE DATE: 02 OCTOBER 2015
CLOSING DATE: 16 OCTOBER 2015
CLOSING TIME: 12:00 PM
SITE BRIEFING: 120 EEL ROAD, BAYHEAD
DATE AND TIME: 08 OCTOBER 2015 @10:00 AM

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Post or Courier
CLOSING VENUE: Chairman Transnet Freight Rail Acquisition Council
SCS Reception, 100 Eel Road, Bayhead, Durban
4001
Tender Box

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

2.1 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure A** appended hereto. *[Refer to Annexure A for further instructions]*

3 Communication

Respondents are warned that a response will be liable for 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 written enquiries relating to the RFQ to the following Transnet employee:

Name: Sibusiso Mthimkulu Email: Sibusiso.mthimkhulu@transnet.net
Telephone: 031 361 3427

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response: Carrol Smith

Telephone: 031 361 4085 Email: carrol.smith@transnet.net

4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

6 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

7 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

8 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

9 Disclaimers

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. Please note that Transnet reserves the right to:

- modify the RFQ's goods / 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 or an alternative bid;
 - reject all Quotations, if it so decides;
 - place an order in connection with this Quotation at any time after the RFQ's closing date;
 - award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
 - split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
- or

- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

10 Specification/Scope of Work

Refer to Annexure C

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056

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RFQ FOR CUTTING OF YARDS & LEVEL CROSSINGS AT NATAL CAPE LINES
CLOSING VENUE: CHAIRMAN TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
SCS RECEPTION, 100 EEL ROAD BAYHEAD, DURBAN, 4001
CLOSING DATE & TIME: 16 OCTOBER 2015 AT 12:00 PM
VALIDITY PERIOD: 90 Business Days

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

11 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria must be met and whether the Bid materially complies with the scope and/or specification given.
Functionality Threshold 60%	<ul style="list-style-type: none"> As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 60%. Awareness of yard safety (20%) , Basic methods for vegetation control to meet specification (50%), Ability to deliver on going control at level crossings (30%) with total weighting of 100% considered as part of the technical evaluation [refer to works information – Technical/Functional Scoring criteria] <p>NB: Bidders must obtain minimum threshold of 60% in order for them through to the next stage. Failure to achieve this will lead to automatic disqualification.</p>
Final weighted evaluation based on 80/20 preference point system as indicated in paragraph	<ul style="list-style-type: none"> Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Respondent's Signature

Date & Company Stamp

Returnable Document

12 Validity Period

Transnet desires a validity period of 30 [thirty] Business Days from the closing date of this RFQ.

This RFQ is valid until _____

13 Disclosure of Prices Quoted

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

YES NO

14 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE C : Evaluation Criteria Questionnaire	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a	

Respondent's Signature _____

_____ Date & Company Stamp

Returnable Document

Essential Returnable Documents	Submitted [Yes or No]
separate Tax Clearance Certificate for each party]	
- Letter of Good Standing	
ANNEXURE A - B-BBEE Preference Points Claim Form	
ANNEXURE B – Certificate of compulsory attendance of RFQ	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract **[the Agreement]** and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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Respondent's Signature

Date & Company Stamp

Returnable Document

SECTION 3
QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, 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.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

Item No	Description of Goods / Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Cutting of Yards & Level Crossing	Each	12 Months		

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an

Respondent's Signature

Date & Company Stamp

Returnable Document

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:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet's website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Returnable Document

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

Returnable Document

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

- We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

- We further hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

3.

Ability to deliver ongoing vegetation control. Rating = 30%
95% availability scores 30%
85% availability scores 20%

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Staff numbers

QTY	GRADES AND RESPONSIBILITIES	95% availability

TENDOR DOCUMENT CHECKLIST – FOR SUBMISSION

Document Description – Specification Documents	
Environmental Work Plan – With safety	
<ul style="list-style-type: none"> • Detail and function of personnel to carry out operation • Work rates of the unit(s) per day • List of support resources to carry out work 	
Proposed Organisation and Staffing structure including quantity of personal to be trained in aspects of safety	
Previous experience	
Compliance to specification	
CVs of Management & Key Persons	
Briefing Certificate – Annexure 1	
GPS Device specifications	
Methodology and Production rate of works	
Work programme – time based	
Vehicle requirements	
First Aiders Certificate	
Brush cutter Operators Certificate	
Company Profile	

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PROJECT SPECIFICATION

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1. DESCRIPTION OF THE WORKS

1.1. EMPLOYERS OBJECTIVE

- 1.1.1. The essence of the agreement is that **Transnet Freight Rail** requires the control of vegetation and the management of dead remains within Transnet property. The extent of these areas treated in terms of the Agreement, shall be free from any form of, (dead or living) plants which may obstruct, hinder, or interfere with operational activities, or have the potential to damage equipment, or facilities on track or other areas included in the agreement.
- 1.1.2. The ways and means by which the above-mentioned results are obtained is the responsibility of the supplier. Transnet Freight Rail however, shall have the right to monitor the materials and activities of the Supplier to ascertain that all procedures 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 Supplier of his/her responsibility for satisfactory control of vegetation.
- 1.1.3. Failure to comply with the minimum performance proposed by the Supplier 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 Agreement.
- 1.1.4. The Supplier must obtain his/her own information regarding the extent, occurrence and the actual plant species over the work area. He/she must also determine the best method to control the plant species, meaning all vegetation within the agreed areas. Furthermore, any new species which may encroach within the contracted areas shall accordingly be controlled on an ongoing basis as well.
- 1.1.5. The Agreement will only be awarded to a tender who has the required experience in cutting of vegetation.

1.2. OVERVIEW OF THE WORKS

The Agreement covers the control of vegetation in mainly marshalling yards. The plant species identified within the yards, and at level crossing sites within the rail

reserve, shall include all declared invader plants as well as invasive indigenous plants by means of mechanical cutting on Transnet property, to the extent that areas treated mechanically or otherwise in terms of this Agreement are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

1.3. EXTENT OF THE WORKS

The service information briefly consists of the following:

- The control of vegetation, including declared weed (declared invader plants) The execution of the works shall include any work arising from or incidental to the Service information or required of the Supplier for the proper completion of the Agreement in accordance with the true meaning and detail of the Agreement Documents.
- The Supplier shall obtain his/her own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards.

- 1.3.1. The extent of the work consists of marshalling yards as well as level crossings as indicated in the Schedule of Quantities.
- 1.3.2. The performance due by the Supplier shall include any work arising from or incidental to the above or required of the Supplier for the proper completion of the Agreement in accordance with the true meaning and intent of the Agreement documents.
- 1.3.3. The supplier shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

1.4. LOCATION OF THE WORKS

- 1.4.1. The location of the works is as indicated in the Prices List and is in the geographical area controlled by the Depot Engineer, (As per schedule of quantities).

1.5. DURATION OF AGREEMENT

The work provides for the control of vegetation, commencing on the date of notification of acceptance of tender with Transnet Freight Rail for a period of **12 months**.

2. GENERAL MAINTENANCE ASPECTS

2.1. WORKS SPECIFICATIONS

2.1.1. Standard Specifications.

The following standard Specifications will be applicable to this Agreement:

- SANS 1200A – General

2.1.2. Generic Specifications:

The following Generic Specifications will be applicable to this Agreement:

- Transnet generic specifications.
- E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
- E7/1 (July 1998); Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

2.2. PLANT AND MATERIAL

2.2.1. Any plant and/or equipment provided to the supplier at the beginning of the Agreement shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted.

Any loss or damage shall be made good by the Supplier, or the value thereof will be deducted from moneys falling due to him/her.

2.2.2. The supplier shall provide written certification of compliance with specification of any materials such as chemical, or equipment supplied by him/her.

2.3. CONSTRUCTION EQUIPMENT

All equipment necessary to execute the works shall be supplied by the Supplier.

2.4. EXISTING SERVICES

2.4.1. Reinstatement of services and property damaged during execution of the work.

2.4.2. Any damages caused by the Supplier to Transnet property and services shall be rectified by the Supplier at his own cost and to the full satisfaction of Transnet Freight Rail's representative.

2.5. SITE ESTABLISHMENT

2.5.1. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER:

2.5.1.1. In the case of an Agreement for vegetation control, the following will be provided free of charge:

2.5.1.2. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water.

2.5.1.3. Road vehicle accessibility via service roads to the work site is not always possible.

2.5.1.4. Inspections of the areas of work by motor trolley may be arranged with the Project Manager's Deputy, but will have to coincide with normal track inspections carried out by the Inspection/technical staff of the Depot. The

Project Manager's Deputy shall be given timeous notice (4 calendar weeks) of the Supplier's intention to inspect.

- 2.5.1.5. Any plant and/or equipment provided to the Supplier at the beginning of the Agreement shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Supplier, or the value thereof will be deducted from moneys falling due to him/her.

2.5.2. TO BE PROVIDED BY THE SUPPLIER

- 2.5.2.1. In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Supplier shall provide all accommodation and toilet facilities for his/her employees.
- 2.5.2.2. The Supplier shall provide safe and secure storage facilities for all equipment, tools and supplies 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 assets.
- 2.5.2.3. The Supplier shall provide at his/her own cost, security measures he/she may deem necessary for safe and effective execution of the work within the Agreement area.
- 2.5.2.4. The personnel of the Supplier, shall at all times while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must, either be bright yellow or bright orange in colour. The jackets must preferably bear the name of the Supplier's company. Should the Supplier wish to use another colour this must first be discussed with the Project Manager's Deputy or his/her deputy.
- 2.5.2.5. An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be complied with. The Supplier must implement such 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.

2.6 YARD CUTTING TIME FRAME

- 2.6.1 **All yards are to be completed by the end of the first inspection time frame set out in clause 3.4.4. All specifications are to be met, as set out in this contract, and area set out in the Schedule of Quantities.**
- 2.6.2 **All yards are to be completed once again by the end of the second inspection time frame set out in clause 3.4.5, but work may NOT start prior to 30 days before this time. All specifications are to be met, as set out in this contract, and area set out in the Schedule of Quantities.**

3. MANAGEMENT OF THE WORKS

3.1. SITE MEETINGS

The Supplier shall attend site meetings when required. These meetings will be held under the chairmanship of Transnet's representative. These meetings will be conducted to monitor progress and discuss agreed issues when required. A register will be kept for attendances, and minutes of the proceedings will be recorded and distributed afterwards. When sub-Suppliers are required to attend, the Supplier shall ensure their attendance.

3.2. SITE BOOKS

3.2.1. A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Supplier. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheets for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".

3.2.2. An electronic spreadsheet as a site diary for production capturing and shall be submitted on a weekly basis, on Mondays (such as – date, weather conditions, staff availability, machine operators, area) If no entry was made, the "NIL" word must be entered. Any claim arising from delays that cannot be substantiated by reference to the site diary will not be considered.

3.2.3. Only persons authorised in writing by the Project Manager or Supplier may make entries in the site books

3.3. PROGRAMME OF WORK

3.3.1. The Supplier shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Project Manager's Deputy for approval full particulars therefore within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or at the time of the commencement of the annual rainy season as the case may be.

3.3.2. The particulars to be provided in respect of the Supplier's vegetation control programme shall include but not be limited to the following:

3.3.3. An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the Agreement area.

3.3.4. The appropriate methods and procedures to be implemented by him/her to achieve the standard of vegetation control required in terms of the Agreement.

- 3.3.5. The Supplier shall conduct regular site investigations and monitoring procedures for the purposes of;
- Ascertaining the nature of weed infestation and factors that could influence the work;
 - monitoring the standard of weed control achieved;
 - identifying any damage or hazards which may have been caused by the vegetation control operation, and
 - planning of timeous execution of remedial work where control is not being achieved.
- 3.3.8. The Supplier's programme shall allow for commencement with the initial cycle of cutting at the appropriate timing, i.e. coinciding with the initial rainy season, for achieving maximum success and for completion in the shortest possible time, but not later than six weeks after commencement of the initial cycle.
- 3.3.9. The programme shall be based on the quantities and numbers of work-lots shown in the schedule of quantities.
- 3.3.10. In addition to the annual programme provided, the Supplier shall submit daily working Programme's to the Project Manager's Deputy, 7 days in advance of the next working week, indicating the specific areas where the Supplier will be working each day of the week.
Failure by the Supplier to submit a daily programme and/or deviating from it without notifying the Project Manager's Deputy, preventing him/her from monitoring the Supplier's performance, may result in payment for such work being withheld.

3.4. PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS

- 3.4.1. The Supplier 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.
- 3.4.2. The Project Deputy shall at any time during the application periods carry out inspections of the Supplier's performance methods and procedures. Where areas fail to conform to the specifications, such areas will be re-worked by the contractor.
- 3.4.3. The Project Manager's Deputy, will, during the one year carry out **THREE** Official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Supplier shall be present or forfeit his/her right to dispute the measurements and evaluation of the Project Manager's Deputy.
- 3.4.4. **The first inspection** shall be done at, or within one week after completion of the Supplier's Initial cutting programme (**eight weeks**) and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has

been achieved. This inspection may be brought forward, but not by more than 1 week.

3.4.5. **The second inspection** of the cutting season will be carried out at **(31)** weeks after the awarding date of the contract and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward, but not by more than one (1) week.

3.4.6 **The third inspection** of the cutting season will be carried out at **(50)** weeks after the awarding date and after she/he has notified the project manager's deputy that he/she has inspected the work and control has been achieved. This inspection may be brought forward, but not by more than one (1) week.

3.4.7 **During each of these inspections the work-lots treated will each be measured and evaluated. A work-lot that does not comply with the specified level of control will be recorded as a "rejected work-lot".**

The rejection of work-lots that do not comply with the standard of control for individual work-lots, will be final and valid for that inspection in that particular year. The rejection by the Project Manager's Deputy of work performance may be contested by the supplier only at the time and place of rejection. The rejection of a work-lot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Supplier may execute further remedial work in order to achieve control at further and final inspections.

3.4.9. In the case where the Project Manager's Deputy and the Supplier fail to agree on whether a work-lot has failed, the work-lot shall be recorded as a "disputed work-lot" and the Supplier shall prepare an appropriate record of all disputed work-lots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the clause 25 of the standard terms and conditions of contract for the provision of services to Transnet (form US7 – Services).

4. ENVIRONMENTAL REQUIREMENTS

4.1. COMPLIANCE WITH STATUTES

- 4.1.1. The Supplier's procedures for the procurement, storage, handling, transportation and application shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:
- a) The Hazardous Substance Act (Act 15 of 1973) as amended.
 - b) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) where (applicable).
 - c) The National Environmental Management Act (Act 107 of 1998).
 - d) Common law of nuisance.
 - e) Mountain Catchment Area Act (Act 63 of 1970).

f) The National Veld and Forest Fire Act (Act 101 of 1989)

4.2. DAMAGE TO FAUNA AND FLORA

4.2.1. The supplier shall ensure that his/her employees at all times exercise care and consideration, for the fauna and flora within and adjacent to the work area.

4.2.2. The Supplier shall assume full responsibility for the efficiency and safety of whatever fuels are used.

4.2.3. Dumping or polluting of any kind will not be permitted. The stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants. The Supplier 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 property or any part of, Transnet Freight Rail refuse sites.

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

5. PARTICULAR SPECIFICATIONS

This part covers the techniques, types and use of cutting 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 Agreement.

5.1. DEFINITIONS

5.1.1. **Project Manager's Deputy.** Any person appointed by the Employer to deputise for him/her in supervising and carrying out the Agreement.

5.1.2. CONTROL

5.1.2.1. Control is achieved when all existing or potential growth of vegetation is permanently destroyed by the treatment, to the extent that:

- The constituent parts of all plants occurring within the area of treatment (work-lots) are cut to meet specifications; and
- There are no dead or dry remains of any vegetation within the treated area (work-lot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.

5.1.2.2. Control constitutes a process or situation where the destruction of vegetation on treated areas (cutting down to required height) occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

5.1.3 WORKLOTS

5.1.3.1. A WORK-LOT is a subdivision of any area on which the Supplier shall control vegetation.

- In the case of yards and areas of a work-lot will be areas of 250m² each.
- Work-lots in yards, depots/areas are not demarcated individually. The number of work-lot's within any area to be treated is calculated by dividing the total surface area by the surface area of single work-lot i.e. 250 square metres.
- In yards, depots/areas where control is required work-lots may be irregular in shape. For inspection and payment purposes, work-lots shall be physically measured where necessary. In such instances the Project Manager's Deputy shall decide in advance and advise the Supplier accordingly, of the method of measurement to be adopted in any particular area.
- In yards, depots/areas, work-lots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Work-lots will not be measured individually in different directions but will form part of a pattern of continuous and parallel work-lots covering, in the most effective manner possible, the surface of any particular area.
- A work-lot for cable routes will normally be areas of 0.75m wide on both sides and parallel to the cable route and 167m long.

5.1.3.2. Formation is the finished earthworks surface upon which the track is laid.

5.1.3.3. Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

5.2 METHOD OF VEGETATION CONTROL

5.2.1. The Supplier's methods and program shall provide rapid and effective control in all areas. Techniques and programming employed shall therefore be directed at this aim. The Supplier shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the Agreement.

5.2.2. The practice of slashing or machine, of dead material to below the height specified in 5.3.3, will be permitted.

5.2.3. Vegetation control in terms of the Agreement will normally be required in respect of the yards and level crossings. The methods of treatment to be employed are as specified in the applicable returnable documents (clause

8.2) and are subject to the approval of, and monitoring by the Project Manager's Deputy.

5.2.4. The Project Manager's Deputy's approval shall first be obtained for use of other herbicides.

5.2.5. Application methods shall, however, be entirely in accordance with the work methodology stated by the contractor.

5.2.6. Any deviation from the method of work submitted as per the applicable returnable document (Clause 8.2) by the Supplier shall be subject to the approval of the Project Manager's Deputy.

5.3. STANDARDS OF WORKMANSHIP

5.3.1. Standard of vegetation control for individual work-lots.

5.3.2. Vegetation control shall be such that there is no vegetation growth (including creepers) exceeding 150mm in height, occurring in the work-lot.

This excludes overhanging canopy growth of plants:-

- (a) with rootstock established entirely outside the work-lot.
- (b) with rootstock established on the boundary of the work-lot, provided that:
 - Control was achieved over the remainder of the work-lot.
 - A clear cut line is visible, showing that cutting was effective over the entire surface of the work-lot.
 - The supplier took the presence of such growth into account and that the choice of production and work load was adjusted accordingly.
 - The boundary concerned is not the boundary of an adjoining work-lot.

This exception does not apply in the case of creeping grasses (e.g. Cynodon sp) with nodal rooting within the work-lot even though such growth may originate from a plant outside the work-lot.

5.3.3. In addition, there shall be no dry or dead remains of vegetation within the work-lot greater than 300mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Project Manager's Deputy.

5.4. MANUAL REMOVAL OF VEGETATION

No felling or hoeing of vegetation will be allowed during the two months preceding final inspection. All lots where such hoeing and felling were done will be rejected.

For this Agreement, the Supplier should timeously acquaint him/her tender prices for the **12 months** only as separate, which includes all work necessary to achieve the required control, e.g. slashing and removal of debris. The intention to slash and remove should be cleared with the project manager’s Deputy prior to work starting.

5.5. REMEDIAL WORK

5.5.1. The Supplier shall carry out remedial work to all work-lots where control has not been achieved prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated work-lots.

5.5.2. The Project Manager’s Deputy may, at any time after the first measurement order the Supplier to carry out remedial action and to commence within 1 week after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Project Manager’s Deputy for his/her approval. Failing to do so the Project Manager’s Deputy may arrange for such action to be carried out by others at the cost of the Supplier.

5.5.3. Hoeing (skoffel) will not be allowed on its own as a remedial action.

5.5.4. Fire may not be used as a method of vegetation control or as a method of remedial action.

5.6. OVERALL CONTROL

5.6.1. The overall standard of control to be achieved by the Supplier over the Agreement area, defined as “Overall Control” and expressed as a percentage, will be determined by application of the following formula;

Overall Control

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

5.6.2. The standard of “Overall Control” (service level table) to be provided on each district by the Supplier shall be:

YEAR	1	2 and Consecutive years
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	90	95

5.6.3. Failure by the Supplier to achieve the standard of "Overall Control" shall constitute a material breach of Agreement by the Supplier, which will entitle the Employer to act in terms of the standard terms and conditions of contract for the provision of services to Transnet (from US7-Services).

6. GENERAL SPECIFICATIONS

6.1. GENERAL

6.1.1. E4E (January 2004) – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.

6.1.2. Specification E7/1 (Jul 1998): Specification for works on, over, under or adjacent to railway lines and near high voltage.

6.2. HEALTH AND SAFETY

6.2.1. The supplier shall at all times comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition):

6.2.2. The Supplier shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Supplier must conduct his own formal risk assessment to identify all risks. The Supplier is to clearly indicate in his tender submission the processes and procedures he/she intends implementing to mitigate the total of all these risks: e.g.

- live OHTE
- Executing work on one line while a normal train service is running on an adjacent line.
- Sanitation and refuse disposal as a threat to the environment.

6.2.3. The supplier shall be responsible to ensure the use of only technically competent trained staff on all types of work.

6.2.4. The Supplier shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.

6.2.5. The Supplier shall be responsible to ensure that site-staff are always competently trained with regards to Electrical Awareness Training.

6.2.6. The supplier shall be responsible to ensure that workers within high risk areas are always competently trained with regards to PWC Electrical Educational Training.

6.2.7. The Supplier shall ensure that all his employees undergo medical surveillance wherever needed by legislation.

6.2.8 Non-compliance with safety requirements will result in an immediate suspension of work without payment.

6.3. TO BE PROVIDED BY THE CONTRACTOR

6.3.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation for his/her employees away from any Transnet property. Toilet and showering facilities within depots may not be used. The use of mobile toilets is for the contractor discretion.

6.3.2 The Contractor shall provide safe and secure storage facilities for all equipment, tools and supplies 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 assets. This may mean that the vehicles and trailers will have to be kept locked if unattended.

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.

6.3.3 GPS Device usage and purpose

This device shall be used at all work sites to communicate via photographs with added satellite to ground coordinates. In other words, the device shall capture all work in the field that has been done on a weekly basis, thereafter the photographs will be sent to the contract supervisor's desktop computer on a weekly basis via email.

6.3.4 Minimum specifications of the GPS device –

- outdoor navigation
- built-in 8 MP auto focus digital camera.
- each photograph to be geotagged (coordinates) allowing you to navigate back to the exact same work site.
- shaded relief
- WAAS- and GLONASS-enabled GPS receiver and HotFix® satellite prediction.

6.4 LEVEL CROSSINGS

6.4.1 CONTROLS

Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 300mm.

- The constituent parts of all plants occurring within the area of treatment cease to exceed 300mm in height.
- The constituent parts of all plants (dead or alive) cease to 300mm in height for the total duration of the contract.
- There are no dead or dry remains of any vegetation within the treated area, which may constitute a fire hazard, danger, or hindrance of Transnet personnel, equipment trucks or operations.

Control constitutes a process or situation where control as defined occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

6.4.2 CLEAN LEVEL CROSSING

The successful control of vegetation at a railway level crossing, giving motorists a clear vision to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign (See Part 9).

6.4.3 Level Crossing where control is required may be irregular in shape and will normally be measured per crossing as per sketch.

For inspection and payment purposes, any growth taller than 300mm in any one of the level crossing quadrants of a level crossing shall result in that/those level crossing section/s being rejected.

6.4.5 Level Crossing Quadrant

A level crossing consists out of four quadrants. The number of quadrants per level crossing to be treated can differ and is as per schedule of quantity (See Part 9).

6.4.6 Level Crossing Section

A level crossing section is the level crossing quadrants to be treated that are on the same side of the railway line (See Part 9). A level crossing section can consist of one or two level crossing quadrants as specified in the Schedule Quantities.

6.4.7 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;

Quadrants treated- Quadrants rejected (Sections rejected)

Overall Control = $\frac{\text{Quadrants treated}}{\text{Quadrants rejected (Sections rejected)}} \times 100$

6.4.8 The Contractor is to ensure that there will be no plants or any means of vegetation higher than 300mm at any of the level crossings, within 40 calendar days from commencement of the contract through to the completion date of the contract.

7. PRICING INSTRUCTIONS

7.1. GENERAL

- 7.1.1. Measurement and payment shall be in accordance with relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Service Information.
- 7.1.2. The units of measurement described in the Schedule of Requirements are metric units. Abbreviations used in the Schedule of Requirements are as follows:

%	=	Percentage
h	=	Hour
ha	=	Hectare
kg	=	Kilogram
kl	=	Kilolitre
km	=	Kilometre
L	=	Litre
M	=	Metre
No.	=	Number
Prov sum	=	Provisional sum
Sum	=	Lump sum
W/day	=	Work day
R/only	=	Rate only
Work-lot	=	Area totalling 250m ²

- 7.1.3. For the purpose of these Schedule of Requirements, the following words shall have the meanings assigned to them:

Unit: The unit of measure for each item of work as defined in the COLTO Standard specification

Quantity: The number of units of works for each item.

Rate: The agreed payment per unit measurement.

Amount: The product of the quantity and the agreed rate for an item.

- 7.1.4. No allowance is made for waste on items in the Schedule of Requirements.

- 7.1.5. It will be assumed that the prices included in the Schedule of Requirements are based on Acts, Ordinances, regulations, By-laws, International Standards and National Standards that were published 28 day before the closing date of tenders.

- 7.1.6. Such prices and rates cover all costs and expenses that may be required for the execution of the works described in accordance with the provisions of the Service Information, and shall cover the cost of all general risks, liabilities and obligation set forth or implied in the Agreement Data, as well as overhead charges and profit.
- 7.1.7. The quantities set out in the schedule of Requirements are estimated and may be more or less than stated. The Supplier shall submit with his/her tender a complete and detailed priced Schedule of Requirements (prepared in black ink) for the Works.
- 7.1.8. Each item shall be priced by the Tenderer. If the Supplier has omitted to price any items in the Schedule of Requirements, 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.
- 7.1.9. Payment for this Agreement shall be based on the Schedule of Requirements is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be made in accordance with the rates tendered in the Schedule of Requirements.

The absence of stated quantities in the Schedule of Requirements 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.

The short descriptions of the items in the Schedule of Requirements are for identification purposes only.

7.2. MEASUREMENT AND PAYMENT

- 7.2.1. Payment will be based on the numbers of work-lots treated as instructed by the Supervisor and to which the Supplier successfully applied the vegetation control measures and has achieved the standard of control defined in clause 5.3.
- 7.2.2. No payment will be made for rejected work-lots where control achieved does not meet the Standards of control specified.
- 7.2.3. Measurement and payment for the work completed will be made in **(3)** stages.
- 7.2.4. After completion of the **initial cutting** of the entire Agreement area. This official inspection will be conducted in accordance with clause 3.4.4. The Supplier will measure the work performed (number of work-lots treated). The Supplier will thereafter receive payment at **(50%)** of the rate tendered for all of the completed work.
- 7.2.5. A **second measurement** and evaluation will be made of the entire agreement area. This official inspection will be conducted in accordance with clause 3.4.5. The

supplier will thereafter receive payment at **(30%)** of the rated tendered for all work-lots where control as specified has been achieved.

7.2.6. A **third measurement** and evaluation will be made of the entire agreement area. This official Inspection will be conducted in accordance with clause 3.4.6. The supplier will thereafter receive payment at **(20%)** of the rate tendered for all work-lots where control as specified has been achieved.

7.2.7. All **three** inspections over the **12 month** period will be judged/evaluated in the same manner, being that inspections will all be equal.

8. LIST OF RETURNABLE DOCUMENTS

The tenderer must include the schedules and documents listed below in the tender document for tender evaluation purposes.

8.1. RETURNABLE SCHEDULES.

Please complete the schedules and return with the tender document

- Schedule of the Tenderer's Experience
- Schedule of Subcontractors
- Schedule of plant and Equipment
- Record of Addenda to Tender Documents
- Certificate of authority for joint ventures (where applicable)
- CV of key personnel.

8.2. RETURNABLE DOCUMENTS

Certificate of Authority for Signatory (Resolution by Board)

- Safety Plan in accordance with the Construction Regulations, 2003 (refer to the E4E August Transnet 2006)
- Environmental Plan
- Proposed Amendments and Qualifications
- Proposed Organisation and Staffing structure including quantity of personnel to be trained in aspects of safety.

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all team supervisors of subcontractors who are contracted to control vegetation are qualified as brush-cutter operators.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
3.			
4.			
5.			

"PREVIEW COPY ONLY"

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____

Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

"PREVIEW COPY ONLY"

Attach additional pages if more space is required.

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____

I. Curriculum Vitae of Key Personnel

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current Position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
A. Experience record pertinent to required service	

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II. Schedule of the Tenderer's Experience

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

Employer, contact person and telephone number	Description of contract	A. Value of work inclusive of VAT (Rand)	B. Date Completed

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

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PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F .3.8 of Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal
"PREVIEW COPY ONLY"		

Signed: _____

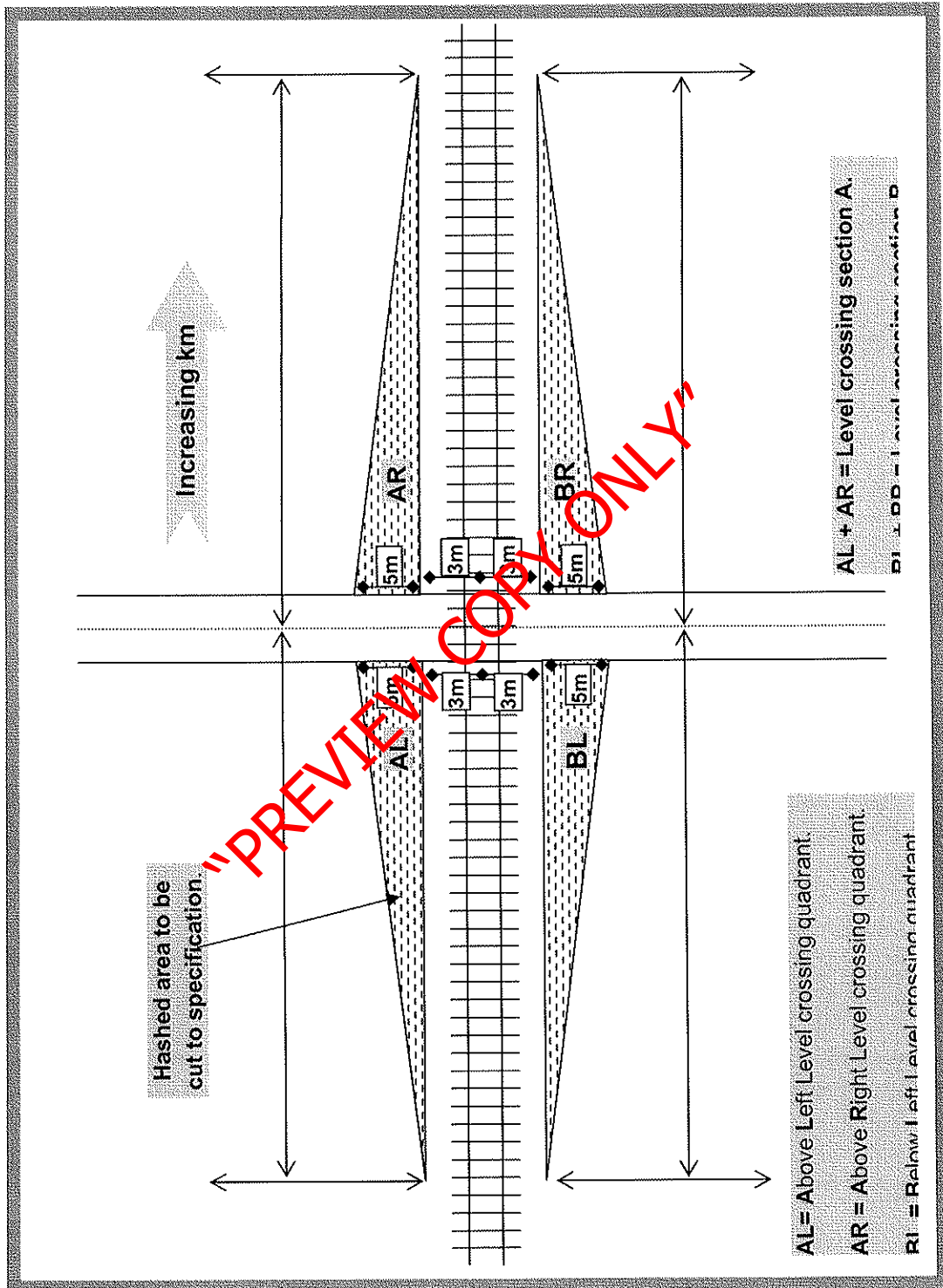
Date: _____

Name: _____

Position: _____

Tenderer: _____

9: DIAGRAM OF LEVEL CROSSING



11. COMPREHENSIVE CHECKLIST FOR DOCUMENTS TO BE SUBMITTED

According to specification requirements

<u>Document Description – Specification Documents</u>	
Environmental Plan – emergency spillages of fuel substances etc	
Proposed Organisation and Staffing structure including quantity of personal to be trained in aspects of safety	
Previous experience	
Compliance to specification	
CVs of Management & Key Persons	
Briefing Certificate – Annexure 1	
GPS Device specifications	
Methodology and Production rate of works	
Work programme – time based	
Vehicle requirements	
First Aiders Certificate	
Brush cutter Operators Certificate	
Company Profile	

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RFQ FOR CUTTING OF YARDS & LEVEL CROSSINGS AT CAPE NATAL LINES

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

1. INTRODUCTION

- 1.1 A total of 20% preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the

2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level

certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations

Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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RFQ FOR CUTTING OF YARDS & LEVEL CROSSINGS AT CAPE NATAL

ANNEXURE B: CERTIFICATE OF COMPULSORY ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of company]*

Attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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