



FREIGHT RAIL
An Operating Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR PROPOSAL (“RFP”)

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE
DEPOT ENGINEER, ERMELO**

ISSUE DATE	:	5 March 2012
CLOSING DATE	:	27 March 2012
CLOSING TIME	:	10H00
OPTION DATE	:	30 June 2012

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



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FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Proposal Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFP 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 RFP Briefing**
- 10. Schedule of Plant**
- 11. E4B – Minimum Communal Health Requirements**
- 12. E4E - Safety arrangements and Procedural compliance**
- 13. BBD8210 Version 1 – E7/1 - Specification for general work and works on, over, under or adjacent to railway lines and near high voltage equipment**
- 14. Suppliers Code of Conduct**
- 15. Non-Disclosure Agreement**
- 16. Tender safety clauses and questionnaire**
- 17. Supplier declaration form**



SECTION 1

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

NOTICE TO BIDDERS

1. Proposals 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 5 March 2012 the RFP documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of R400,00 (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 RFP; ERAC80E2008-8384 and the Company Name. Receipt/s to be presented prior to collection of the RFP/s.

NOTE 1.1 This amount is not refundable. RFP documents will only be available until 15h00 on 13 March 2012.

2. A **compulsory** information briefing session will be conducted at Sleeper's Rest, No 12 Industrial Ave, Ermelo on the 14th March 2012, at 10h00.
- Respondents failing to attend the compulsory information briefing session will be disqualified.
 - Respondents without a valid RFP document in their possession will not be allowed to attend the briefing session.
 - Respondents to provide own transportation

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

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

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

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



RFP No	: ERAC80E2008 ~ 8384
Description	: Burning of Firebreaks in the Rail Reserve on Transnet Freight Rail Property in the Geographical area controlled by the Depot Engineer, Nelspruit
Closing date and time	: 27 March 2012 at 10h00
Closing address	: (refer options paragraph 4 below)

4. DELIVERY INSTRUCTIONS FOR THIS RFP

- 4.1 **If posted**, the envelope must be addressed to The Secretary, Transnet Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFP. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

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

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

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



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

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

5. Please note that this RFP closes punctually at 10:00 on Tuesday 27 March 2012.
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 RFP 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 RFP 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 RFP PRICES) of the General RFP Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP 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).

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

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

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

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**
 - Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
 - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually from their Auditors / Accounting Officers)

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



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

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

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBEE certificate and detailed scorecard from an accredited 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 BBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

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

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

DTI BBEE UNIQUE PROFILE NUMBER:
.....

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

13. COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of this RFP 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 RFP to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the TRANSNET Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFP response.



14. RFP SCHEDULE

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

15. INSTRUCTIONS FOR COMPLETING THE RFP

- (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-RFP 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 RFP 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.

Respondent's Signature

8

Date and Company Stamp



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

18. DISCLAIMERS

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

- modify the RFP'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 RFP's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFP
- split the award of the contract between more than one Supplier
- make no award of a contract
- preference will be given to locally based suppliers

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



19. LEGAL REVIEW

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

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

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



SECTION 2

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

PART A

A1. SCOPE OF WORK

This contract covers the burning of firebreaks in the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, **ERMELO**, to the extent that area(s) treated in terms of this contract are rendered, free of vegetation capable of spreading fire from Transnet Freight Rail property as defined, for the periods specified herein.

The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation in the area and topography where firebreaks are to be provided in order to comply with the required standards.

A2. SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has experience in the field of provision of fire breaks in accordance to national RSA legislation (amongst others The National Veld and Forest Fire Act, Act no 101 of 1998) and rules of the applicable Fire Protection Associations (FPA's).

A2.2 A Site Inspection Certificate (E4A ~ Section 9) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation and topography of the area / areas where firebreaks are to be provided and all aspects that will and/or may affect such provision and costs thereof.

A3. DURATION OF CONTRACT

The work provides for the preparation and burning of firebreaks over a 2 year period every autumn commencing on the date of notification of acceptance of tender with Transnet Freight Rail and completed before 31 July of the specific year.



A4. COMPLIANCE WITH STATUTES

A4.1 The Contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

A4.2 The Contractor's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

A5. GENERAL

Notwithstanding what is stated in clause 8 of the Transnet General Tender Conditions – Service Form CSS5 (Revised August 2008), Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this tender.

A6. GUARANTEES

A6.1 The security referred to in clause 14 of the Transnet General Tender Conditions – Service Form CSS5 (Revised August 2008) shall be equal to five / ten percent (5 % /10%) of the total contract value and shall be provided before any work is carried out.

A6.2 Retention money will not be deducted from payments.

A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

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

A7.1. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks from the water points provided and to ensure that the water is suitable for its intended use.



A7.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Technical Officer shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

In the event of any equipment being provided by Transnet Freight Rail such equipment shall be used in the most careful and economical way and the Contractor shall take all necessary care to prevent loss or damage.

A9. TO BE PROVIDED BY THE CONTRACTOR

A9.1 In addition to all labour materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.

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.

A9.3 The Contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the contractor shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

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

A10. SCHEDULE OF QUANTITIES AND PRICES

A10.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in black ink pen) for the Works.

A10.2 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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



A10.3 The short descriptions of the items in the schedule are for identification purposes only. The Transnet General Tender Conditions – Service Form CSS5 (Revised August 2008) together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

A11 CONTRACT PRICE ADJUSTMENT FORMULA

A11.1 This contract will not be subjected to Price Adjustment and / or Escalation.

A12. EVALUATION OF TENDERS

A12.1 “Time value of money” methodology and principles will be used in evaluation of tenders.

A12.2 Tenderers may submit alternatives to the methods of firebreaks provision described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.

A12.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage and any other information needed to enable the tender to be evaluated as described above.

A13. SITE MEETINGS

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

A14. SITE BOOKS

A14.1 A Site Instruction Book shall be provided by the contractor, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked “Site Instruction Book”.

A14.2 The site diary shall be clearly marked “Day Book”. At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a “NIL” return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

A14.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application as required in terms of section 16 of Act 36 1947, and as a daily record of prevailing weather conditions on site i.e. wind speed and humidity, Fire Danger Index as obtained from the FPA (10h00 and 14h00 readings), daily burning permit number and any other information pertinent to the making of fire breaks. Copies of daily burning permit shall be pasted into the site book.



- A14.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- A14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".
- A14.6 On completion of the contract the Site Book / Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail

A15. INFORMATION TO BE PROVIDED WITH TENDER

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

- A15.1 Full description:
- of the plant and methods of work to be used,
 - detailed daily work rates of the team / teams and equipment to be used to execute the work
 - precautions to be implemented to prevent fires spreading to adjoining property,
 - fire fighters that will be on site at any given time,
 - fire fighting equipment available to him/her for all aspects of the work required to ensure performance as specified.
- A15.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- A15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A15.4 The Schedule of Quantities and Prices must be completed in full.
- A15.5 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A15.6 Copies of the certificates issued by the Department of Agriculture to certify that the tenderer or his/her representatives are pest control operators in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted if the contractor intends applying herbicides.
- A15.7 The Contractor shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.

A16. PENALTIES FOR LATE COMPLETION

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



PART B

B1. SCOPE

B1.1 The scope of the work consists of the provision of firebreaks on Transnet Freight Rail property along the rail right of way between the boundary fences in the following sections, according to the schedule of quantities:

- (a) Trichardt - Davel
- (b) Ermelo - Broodsnyersplaas
- (c) Ermelo - Machadodorp
- (d) Buhrmanskop – Lothair
- (e) Geluksplaas – Wonderfontein
- (f) Geluksplaas – Ogies – Blackhill – Broodsnyersplaas
- (g) Hartebeesfontein Branch line
- (h) Dalo – Breyten
- (i) Bezuidenhoutsrus Branch line

B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the provision of firebreaks required in terms of the contract.

B1.3 The essence of the contract is that Transnet Freight Rail requires the provision of firebreaks on Transnet Freight Rail property

The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of functional firebreaks. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory performance.

Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done

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

B2. DEFINITIONS

B2.1 FIRE BREAKS

Fire breaks are defined as a strip (natural or manmade) of property within Transnet Freight Rail boundary along both fences where the fuel characteristics of the vegetation has been managed so that the potential of fires spreading to adjoining property from Transnet property or visa versa is reduced. Fire breaks may not cause soil erosion; and it is reasonably free of combustible material capable of carrying a veldfire across it.



TRACER LINES

Tracer lines are narrow strips of vegetation that has been chemically treated and then burnt to indicate the outer boundaries of the firebreaks. Tracer lines are prepared when the adjoining vegetation is still actively growing

B2.2 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance mark of the facing points.

B2.3 Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping areas within the railway reserve.

This may also include radio masts, signal equipment, relay stations and electrical sub-stations and other specified areas outside the railway reserves.

B2.4 WORKLOTS

A Worklot is a subdivision of any area on which the Contractor shall provide fire breaks.

- In all cases the size of a worklot will be 2500m².
- Worklots are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 2500 square meters.
- In yards, depots/areas worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Technical Supervisor's or his / her Deputy shall decide in advance and advise the Contractor accordingly, of the method of measurement to be adopted in any particular area.
- Worklots will normally be measured parallel to the main direction of the fence or track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.

B3. METHOD OF PROVIDING FIRE BREAKS

B3.1 The Contractor's methods and program shall provide rapid and effective provision of fire breaks in all areas, but particularly building surrounds, staked cable routes, level crossings, shunting yards and approaches to stations. Techniques, programming and methods employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective firebreak provision is not achieved during any period of the contract.

B3.2 Slashing of burnt material to below the height specified in B4.1 will be permitted.



B3.3 Firebreak provision in terms of the contract will normally be required in respect of yards, depot, Transnet Freight Rail right of way and ancillary areas, where applicable. The methods employed are as specified by the Contractor per Part A15.1 and are subject to the approval of, and monitoring by the Technical Officer.

Fire break provision methods shall, however, be entirely in accordance with the local Fire Protection Association rules / Local Authority by laws and or National Legislation specifications and recommendations for safe and effective fire breaks.

B3.4 Prior to making firebreaks electrical / signal installations must be protected by making minor firebreaks around such installations and or equipment. The Technical Officer will point out such installations and or equipment.

B3.5 **The making of firebreaks will not take place:**

- if the wind speed exceeds 30 km/h
- and or if the daily Fire Danger Index (FDI), 10h00 reading and 14h00 reading exceeds the acceptable norm as proposed by the local Fire Protection Officer of the FPA where firebreaks are being provided
- or if a Prohibition Notices has been issued by the Government Department acting as custodian of the National Veld and Forest Fire Act, The Mpumalanga Provincial Fire Protection Association, Mpumalanga Provincial Disaster Management, District Municipality, local Municipality or any other competent authority.
- On both side of the track at the same time.

B3.6 No firebreaks may be made if the contractor is not possession of a written daily burning permit received from the local Fire Protection Officer of the relevant Fire Protection Association. The contractor will be responsible to obtain the daily burning permit.

B3.7 The contractor will be permitted to work outside normal working hours provided the Technical Officer has been notified at least three working days prior to such working. No firebreaks will be made after 12h00 on a Friday until 05h00 the following Monday or after 12h00 on the weekday preceding a Public Holiday until the 05h00 on the workday following such a public Holiday.

B3.8 No firebreaks may be made if adjoining property owners have not been informed of the intention to provide firebreaks along a mutual fence. The Technical Officer will negotiate with adjoining property owners. If agreement cannot be reach regarding appropriate dates with the adjoining property owner or owners provisions as per Act 101 of 1998 National Veld and Forest Fire Act will prevail.

B4. STANDARDS OF WORKMANSHIP

B4.1 Standard of firebreaks shall be such that:

- it is wide enough but not less than 10 meters, property dimensions permitting, measured inward from both boundary fences and long enough to have a reasonable chance of preventing a veldfire from spreading to or from adjoining property, and



- in station areas the width will not be less than 10 meter, property dimensions permitting, measured inward from both boundary fences
- it does not cause soil erosion; and
- it is reasonably free of combustible material capable of carrying a veldfires across it.
- There is no grass or combustible material dry material taller than 150mm present.
- No flare up of flames may take place. The contractor shall indicate in his / her tender document steps to be implemented by him / her to prevent flare ups and the modus operandi that will be followed to deal with any flare up that do occur.

B5. PROGRAMME OF WORK

- B5.1 The Contractor shall undertake the planning and programming of the entire firebreaks provision operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual burning season as the case may be.
- B5.2 The particulars to be provided in respect of the Contractor's tracer lines, minor fire breaks around electrical and or signal installations and firebreaks provision operation shall include but not be limited to the following:
- B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be were fire breaks are to be provided in the contract area,
- B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards required in terms of the contract,
- B5.3 In addition to the initial programme provided for in terms of B5.1. the Contractor shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

B6. PERFORMANCE MONITORING AND EVALUATION

- B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful results achieved over areas of completed. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.
- B6.2 The Technical Officer shall at any time during the programme periods carry out inspections of the Contractor's performance methods and procedures.
- B6.3 The Technical Officer will during fire breaks programme carry out **two** 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 Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

- B6.3.1 The first inspection shall be done after completion of the tracer lines and minor firebreaks around equipment and installations and after he has notified the Technical Officer that he/she has inspected the work and that the work has been completed.
- B6.3.2 The second and final inspection of the season will be carried out after completion of the Contractor's firebreaks programme and after he/she has notified the Technical Officer that he/she has inspected the work and that all firebreaks are in place. This inspection may be brought forward.
- B6.3.3 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".
- B6.4 The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.

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

The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

- B6.5 In the case where the Technical Officer and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Contractor shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Standard Terms and Conditions of Contract Form US7 – Services

B7. REMEDIAL WORK

- B7.1 The Contractor shall carry out remedial work to all worklots where the standards of workmanship has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a fire hazard to Transnet Freight Rail Operations or adjoining property.
- B7.2 Slashing of burnt vegetation will be allowed on its own as a remedial action.
- B7.3 The contractor shall carry out repair to any fence damage by him / her during the making of fire breaks.
- B7.4 Fire may be used as a method of to provide fire breaks or as a method of remedial action.

B8. DAMAGE TO FAUNA AND FLORA AND TRANSNET ASSETS

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



B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

B8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

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

B8.5 Damage to Transnet assets by the contractor, such as to boundary fences, shall be repaired by the contractor on a daily basis as and when damage took place.

B9. MEASUREMENT AND PAYMENT

B9.1 Payment will be based on the numbers of worklots where fire breaks was provided as instructed by the Technical Officer and to which the Contractor has achieved the standard as defined in clause B4.1.

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

B9.3 Measurement and payment for the work completed will be made in 2 stages as follows:

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

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

B9.3.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.



1. 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 RFP.

4. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFP, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organization.

Accepted:

YES		NO	
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5. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 -
 -
 -
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days’ notice to the Supplier.

 Respondent’s Signature

 Date and Company Stamp



7. 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):

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

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

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

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8. REFERENCES

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

Name	Nature of work	Value of work	Contact person	Contact details	Year completed

9. 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 to specification
- Experience
- Risk / Safety plan
- Technical capacity / resources ~ : Expertise in burning firebreaks;
: Availability of fire fighting equipment/vehicles/plant;
: Human resources (fire fighters) and supervisors;
- Certificates from accredited & approved trainers
- BBBEE status of company



The contract will only be awarded to a tenderer who has experience in the field of provision of fire breaks in accordance to national RSA legislation (amongst others The National Veld and Forest Fire Act, Act no 101 of 1998) and rules of the applicable Fire Protection Associations (FPA's).

10. 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.

11. 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.

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SECTION 3

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

PROPOSAL 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 RFP documents.

I/We agree to be bound by those conditions in TRANSNET's :

- (i) Standard Terms and Conditions of Contract, Form No. US7 – Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Proposal (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.

Respondent's Signature

Date and Company Stamp



Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (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 Proposal, 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 Proposals afresh and/or having to accept any less favourable Proposal.

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

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFP. 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 Proposal 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 RFP

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals 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 3 (three) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Proposals 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 RFP 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 Proposal.

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 Proposal 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 Proposal.

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.

DISCLOSURE OF PRICES TENDERED

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

YES	
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NO	
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Respondent’s Signature

Date and Company Stamp



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	
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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:

- Bidders – Section 1**
- Background overview – Section 2**
- Proposal Form – Section 3**
- Resolution of Board of Directors (Respondent's Representative) - Section 4**
- Certificate of Acquaintance with RFP 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 – Section 9**
- Schedule of Plant and Equipment/ Fire fighting equipment available – Section 10**
- E4B – Minimum Communal Health Requirements – Section 11**
- E4E – Safety arrangements and Procedural compliance – Section 12**
- BBD8210 Version 1 – E7/1 - Specification for general work and works on, over, under or adjacent railway lines and near high voltage equipment – Section 13**
- Supplier code of conducts – Section 14**
- Non-Disclosure Agreement – Section 15**
- Tender safety clauses and questionnaire – Section 16**
- Transnet Supplier Declaration Form – Section 17**
- 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 Certificate of Incorporation and CM29/ and C/CK2 (if CC)**
- Certified Copy of Share Certificates of Shareholders, CK1**
- A Letter with the company's letterhead confirming physical and postal addresses**
- Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate**
- A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accrediting agency (ABVA Member)**
- Audited Financial statement for previous year**
- BBBEE Accreditation Certificate**
- Letter of Good Standing with the Compensation Commissioner**
- Safety plan and Fall Protection Plan in accordance with the Construction Regulations of 2004 Transnet's E4E**
- Environmental Management Plan**
- Precautions to be implemented to prevent fires spreading to adjoining Property**
- Methods of work to be used**
- Fire fighters that will be on site at any given time**
- Detailed work rates of the team /teams and equipment to be used to execute the work**

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondent's Signature

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Date and Company Stamp



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

SIGNED a _____ this _____ day of _____ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME:

DESIGNATION:



SECTION 4

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company _____

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

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

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

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP 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 RFP/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 _____ 2012.

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6 (Part 1)

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

PRICING SCHEDULE

SCHEDULE OF QUANTITIES AND PRICES

MAKING OF FIRE BREAKS

ERMELO DEPOT

YEAR ONE							
ITEM NO.	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m² each)	RATE PER WORKLOT	TOTAL AMOUNT

1	B1.1 (a)	Trichardt - Davel	50,000	m	400		R
---	----------	-------------------	--------	---	-----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

2	B1.1 (b)	Ermelo - Broodsnyersplaas	92,180	m	737.44		R
---	----------	---------------------------	--------	---	--------	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

3	B1.1 (c)	Ermelo - Machadodorp	117,920	m	943.36		R
---	----------	----------------------	---------	---	--------	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

4	B1.1 (d)	Buhrmanskop - Lothair	49,620	m	396.96		R
---	----------	-----------------------	--------	---	--------	--	---

Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

5	B1.1 (e)	Geluksplaas - Wonderfontein	59,459	m	475.672		R
---	----------	-----------------------------	--------	---	---------	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

6	B1.1 (f)	Geluksplaas - Ogies - Blackhill - Broodsnyersplaas	99,113	m	792.904		R
---	----------	--	--------	---	---------	--	---

Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

7	B1.1 (g)	Hartebeesfontein Branchline	13,000	m	104		R
---	----------	-----------------------------	--------	---	-----	--	---

Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

8	B1.1 (h)	Dalo - Breyten	33,000	m	264		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR ONE							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

9	B1.1 (i)	Bezuidenhoutsrus Branchline	5,000	m	40		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



SUMMARISED SCHEDULE OF QUANTITIES AND PRICES

YEAR ONE							
ITEM NO.	REF.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT
1	B1.1 (a)	Trichardt - Davel	50,000	m	400.000		R
2	B1.1 (b)	Ermelo - Broodsnyersplaas	92,180	m	737.440		R
3	B1.1 (c)	Ermelo - Machadodorp	117,920	m	943.360		R
4	B1.1 (d)	Buhrmanskop - Lothair	49,620	m	396.960		R
5	B1.1 (e)	Geluksploas - Wonderfontein	59,459	m	475.672		R
6	B1.1 (f)	Geluksploas - Ogies - Blackhill - Broodsnyersplaas	99,113	m	792.904		R
7	B1.1 (g)	Hartebeesfontein Branchline	13,000	m	104.000		R
8	B1.1 (h)	Dalo - Breyten	33,000	m	264.000		R
9	B1.1 (i)	Bezuidenhoutsrus Branchline	5,000	m	40.000		R
TOTAL YEAR ONE					4154.336		

Respondent's Signature

Date and Company Stamp



SECTION 6 (Part 2)

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

PRICING SCHEDULE

SCHEDULE OF QUANTITIES AND PRICES

MAKING OF FIRE BREAKS

ERMELO DEPOT

YEAR TWO							
ITEM NO.	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m² each)	RATE PER WORKLOT	TOTAL AMOUNT
10	B1.1 (a)	Trichardt - Davel	50,000	m	400		R

Sub Total	R
14% VAT	R
TOTAL	R

 Respondent's Signature

 Date and Company Stamp

YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

11	B1.1 (b)	Ermelo - Broodsnyersplaas	92,180	m	737.44		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

12	B1.1 (c)	Ermelo - Machadodorp	117,920	m	943.36		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

13	B1.1 (d)	Buhrmanskop - Lothair	49,620	m	396.96		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

14	B1.1 (e)	Geluksplaas - Wonderfontein	59,459	m	475.672		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

15	B1.1 (f)	Geluksplaas - Ogies - Blackhill - Broodsniersplaas	99,113	m	792.904		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

16	B1.1 (g)	Hartebeesfontein Branchline	13,000	m	104		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

17	B1.1 (h)	Dalo - Breyten	33,000	m	264		R
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Sub Total	R
14% VAT	R
TOTAL	R

YEAR TWO							
ITEM NUMBER	REFERENCE	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT

18	B1.1 (i)	Bezuidenhoutsrus Branchline	5,000	m	40		R
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Sub Total	R
14% VAT	R
TOTAL	R

Respondent's Signature

Date and Company Stamp



SUMMARISED SCHEDULE OF QUANTITIES AND PRICES

YEAR TWO							
ITEM NO.	REF.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUANTITY WORKLOTS (2500m ² each)	RATE PER WORKLOT	TOTAL AMOUNT
10	B1.1 (a)	Trichardt - Davel	50,000	m	400.000		R
11	B1.1 (b)	Ermelo - Broodsnyersplaas	92,180	m	737.440		R
12	B1.1 (c)	Ermelo - Machadodorp	117,920	m	943.360		R
13	B1.1 (d)	Buhrmanskop - Lothair	49,620	m	396.960		R
14	B1.1 (e)	Geluksploas - Wonderfontein	59,459	m	475.672		R
15	B1.1 (f)	Geluksploas - Ogies - Blackhill - Broodsnyersplaas	99,113	m	792.904		R
16	B1.1 (g)	Hartebeesfontein Branchline	13,000	m	104.000		R
17	B1.1 (h)	Dalo - Breyten	33,000	m	264.000		R
18	B1.1 (i)	Bezuidenhoutsrus Branchline	5,000	m	40.000		R
TOTAL YEAR ONE					4154.336		

Respondent's Signature

Date and Company Stamp



SECTION 7

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 8

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 9

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

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 RFP on
..... 2012.

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:



SECTION 10

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ERMELO

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

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 12

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 13

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

**SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR
ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT**

Refer Form BBD8210 Version 1 (E7/1) attached hereto.



SECTION 14

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

SUPPLIERS CODE OF CONDUCT

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 15

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO

NON-DISCLOSURE AGREEMENT

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 16

RFP NUMBER ERAC80E2008-8384

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO**

TENDER SAFETY CLAUSES AND QUESTIONNAIRE

Refer attached hereto.

Respondent's Signature

55

Date and Company Stamp



SECTION 17

RFP NUMBER ERAC80E2008-8384

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE ON TRANSNET
FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT
ENGINEER, ERMELO

SUPPLIER DECLARATION FORM

Refer attached hereto.

Respondent's Signature

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Date and Company Stamp