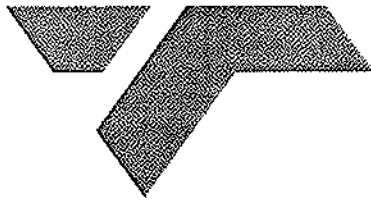


TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

REQUEST FOR PROPOSAL

KBY/52250

KBY_10356

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

(Registration No. 1990/000900/30)

REQUEST FOR PROPOSAL [RFP]

**FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY
NORTH AND SOUTH DEPOTS**

FOR A PERIOD OF 2 YEARS

RFP NUMBER	KBY/52250
ISSUE DATE:	18 JUNE 2013
CLOSING DATE:	16 JULY 2013
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	90 days

"PREVIEW COPY ONLY"

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1 : NOTICE TO BIDDERS	4
1 PROPOSAL REQUEST	4
2 FORMAL BRIEFING	4
3 PROPOSAL SUBMISSION	5
4 DELIVERY INSTRUCTIONS FOR RFP	5
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT & SOCIO-ECONOMIC OBLIGATIONS	6
6 COMMUNICATION	8
7 INSTRUCTIONS FOR COMPLETING THE RFP	8
8 COMPLIANCE	9
9 ADDITIONAL NOTES	9
10 DISCLAIMERS	9
11 LEGAL REVIEW	10
SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	11
1 BACKGROUND	11
2 EXECUTIVE OVERVIEW	11
3 SCOPE OF REQUIREMENTS	11
4 GENERAL INFORMATION	11
5 EXCHANGE AND REMITTANCE	12
6 SERVICE LEVELS	12
7 RISK	13
8 REFERENCES	13
9 EVALUATION METHODOLOGY AND CRITERIA	14
SECTION 3 : PRICING AND DELIVERY SCHEDULE	17
SECTION 4 : PROPOSAL FORM	18
SECTION 5 : VENDOR APPLICATION FORM	23
SECTION 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS	25
SECTION 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS	26
SECTION 8 : GENERAL BID CONDITIONS - SERVICES	27
SECTION 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT	28
SECTION 10 : RFP DECLARATION FORM	29
SECTION 11 : BREACH OF LAW	32
SECTION 12 : BID CLARIFICATION REQUEST FORM	33
SECTION 13 : SUPPLIER CODE OF CONDUCT	34
SECTION [REDACTED] : CERTIFICATE OF ATTENDANCE AT THE RFP BRIEFING	36
SECTION [REDACTED] : SPECIFICATIONS	37
SECTION [REDACTED] : NON-DISCLOSURE AGREEMENT [NDA]	38

ANNEXURE A – B-BBEE PREFERENCE POINT CLAIMS FORM

LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
FRC	Further Recognition Criteria
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NGP	New Growth Path
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
ST&C	Standard Terms and Conditions
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

**RFP FOR THE FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE
KIMBERLEY NORTH AND SOUTH DEPOTS**

FOR A PERIOD OF 2 YEARS

Section 1 : NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Proposal** or **Proposals**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity** or **Respondent**] to supply the aforementioned requirement(s) to Transnet.

Responses to this RFP [hereinafter referred to as a **Proposal** or **Proposals**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity** or **Respondent**] to supply the aforementioned requirement(s) to Transnet.

On or after 18 JUNE 2013, the RFP documents may be inspected at, Room 1, Supply Chain Services, Property Management Building, Austen Street, Beaconsfield, Kimberley, on payment of an amount of R250.00 (inclusive of VAT) per set. Payment is to be made as follows: Transnet Freight Rail, Standard Bank, Account number 203158598, Branch code 004805, reference is the KBY-52250.

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents and submitted with your Proposal.

RFP documents will only be available until 15:00 on Friday 28 June 2013.

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at The Property Management Boardroom on the 2 July 2013 , at 10:00 for a period of ± 2 hours. [Respondent to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance in the form must be completed and submitted with your Proposal.
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend RFP briefing.
- 2.4 The briefing session will start punctually at 10:00 and information will not be repeated for the benefit of Respondents arriving late.

3 PROPOSAL SUBMISSION

Proposals 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: KBY/52250
Description: **CONTROL OF VEGETATION AT LEVEL
CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH
DEPOTS**

Closing date and time: 16 July 2013 at 10:00
Closing address: *[Refer options in paragraph 4 below]*

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the address below, and should be addressed as follows:

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

- a) The measurements of the "tender slot" are 400mm 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, each such envelope to be addressed as required in paragraph 3 above.

4.2 Despatch by courier

If despatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Freight Rail Acquisition Council and a signature obtained from that Office.

THE CHAIRPERSON

TRANSNET FREIGHT RAIL ACQUISITION COUNCIL

INYANDA HOUSE 1

TENDER BOX

21 WELLINGTON ROAD

PARKTOWN

JOHANNESBURG

2001

- 4.3 Please note that this RFP closes punctually at 10:00 on Tuesday 16 July 2013.
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 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.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 18 [*Alterations made by the Respondent to Tendered Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT & SOCIO-ECONOMIC OBLIGATIONS

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow

"preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**]; or
- b) Registered auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
 - EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
 - EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

Respondents will be required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs].

N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your entity's annual turnover for the past year:

R.....

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.

5.2 Joint Ventures and Subcontractors

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFPs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being

awarded any business. A rating certificate in respect of such B-BBEE 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 in accordance with the processes outlined in the B-BBEE Preference Points Claim Form.

Please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

5.3 B-BBEE Registration

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

6 COMMUNICATION

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

6.1 For specific queries relating to this RFP, a Bid Clarification Request Form should be submitted before 10:00 on 2 July 2013, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate by email their intention to respond to this RFP by informing Transnet of their contact details as soon as possible but before **15:00 on Friday 28 June 2013** to Leonie.visagie@transnet.net.

6.2 After the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 308 3528/3522, email TAC.SECRETARIAT@transnet.net or facsimile number 011 308 2637 on any matter relating to its RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

7 INSTRUCTIONS FOR COMPLETING THE RFP

7.1 Sign one set of documents [sign, stamp 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 Proposal.

7.2 Both sets of documents to be submitted to the address specified in paragraph 4 above.

7.3 All returnable documents listed in the Proposal Form [Section 4] must be returned with your Proposal.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the Service Provider] shall be in full and complete compliance with any and all applicable laws and regulations.

9 ADDITIONAL NOTES

- 9.1 All returnable documents as indicated in the Proposal Form [Section 4] must be returned with the response.
- 9.2 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.3 The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on your behalf [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 9.4 Transnet may wish to visit the Respondent's place of business during this RFP process.
- 9.5 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.
- 9.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

10 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 Proposal in response to it. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP's Services and request Respondents to re-bid on any changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline;
- 10.4 not necessarily accept the lowest priced Proposal;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;

- 10.9 split the award of the contract between more than one Service Provider; or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

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

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

OR A PERIOD OF 2 YEARS

Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

2 EXECUTIVE OVERVIEW

The selected Service Provider(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service Provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service Provider(s).
- 2.3 Transnet must receive proactive improvements from the Service Provider with respect to supply of Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

4 GENERAL INFORMATION

- 4.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

4.2 The Service Provider(s) must provide the information requested and comply with the requirements stated in this RFP.

5 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 8 [*Exchange and Remittance*] of the General Bid Conditions appended hereto. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder, *only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or Service Provider, which is not a registered South African Company.*

5.1 ZAR 1.00 [South African currency] being equal to _____ [*foreign currency*]

5.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet

5.3 _____ [*Name of country to which payment is to be made*]

5.4 Beneficiary details:

Name [*Account holder*] _____
Bank [*Name and branch code*] _____
Swift code _____
Country _____

5.5 _____ [*Applicable base date of Exchange Rate used*]

EXPORT CREDIT AGENCY SUPPORTED FINANCE:

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet would consider raising debt financing [an "**ECA Facility**"] from one or more banks and financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an Export Credit Agency.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide (and/or cause the Parent to provide, as applicable) to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of services, which are eligible for ECA credit supported finance by an Export Credit Agency, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or (as Service Provider of the relevant eligible Services) omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an Export Credit Agency in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, would be for the account of Transnet.

6 SERVICE LEVELS

6.1 An experienced account representative(s) is required 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.

6.2 Transnet will have regular reviews with the Service Provider's account representative on an on-going basis.

PROJECT SPECIFICATION FOR
VEGETATION CONTROL AT LEVEL CROSSINGS

PART B

CONTENTS

	PAGE NO.
B1. SCOPE	B2
B2. DEFINITIONS	B2
B3. METHOD OF VEGETATION CONTROL	B3
B4. STANDARDS OF WORKMANSHIP	B4
B5. PROGRAMME OF WORK	B5
B6. PERFORMANCE MONITORING AND EVALUATION	B6
B7. REMEDIAL WORK	B7
B8. DAMAGE TO FAUNA AND FLORA	B7
B9. ON-TRACK SPRAYING EQUIPMENT	B7
B10. MEASUREMENT AND PAYMENT	B8

B1. SCOPE

B1.1 The scope of the work consists mainly of vegetation control at level crossings as indicated in the Schedule of Quantities and Prices.

B1.2 This part covers the techniques, types and use of equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

B1.3 The essence of the contract is that Transnet requires the control of vegetation level crossings, warning boards (provisional work) and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, adjoining tracks or have the potential to impede clear visibility, at level crossings or other areas included in the contract.

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

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 at the time of official inspections, pending the achievement of control as defined and/or termination or cancellation of the contract.

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 control the vegetation.

B2. DEFINITIONS**B2.1 CONTROL**

Control is achieved when all existing or potential growth of vegetation is maintained at a height of 200mm for the duration of the contract period.

- The constituent parts of all plants occurring within the area of treatment or adjacent to the area and which may impede a clear line of sight cease to exceed 200mm in height.
- Erosion does not occur as a result of the management, by whatever means, of vegetation,
- The development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
- There are no dead or dry remains of any vegetation within the treated area (worklot), which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations or to motorist crossing a level crossing.
- Train drivers and approaching vehicle drivers have a clear line of sight at level crossings of approaching rail traffic or vehicular traffic

B2.1.A Control constitutes a process or situation where the control of vegetation on treated areas occurs on an *on-going basis* and not only at the time of measurement and payment inspections. All level crossings are maintained to the specified vegetation growth height as stipulated in Clause B2.1 throughout the contract period.

B2.2 WORKLOTS

B.2.2.1 A WORKLOT is a subdivision of any area on which the Contractor shall control vegetation.

- Areas where vegetation control is required at level crossing may be irregular in shape and may not necessarily be level ground or old track material may be present at these worklots.
- Every quadrant per level crossing will be deemed to be a worklot, therefore a level crossing will consist of four worklots,
- Each level crossing will be 7540m² (1885m² per worklot) in size,

B2.2.2 A provisional level crossing worklot is any area or combination of areas totaling a maximum of 1885m² in the case of level crossings, which is not necessarily intended to be controlled annually.

However, if any provisional worklot has been controlled under this contract the previous year and the same worklot is again controlled the next year, payment for the second and consecutive years worked would be at the normal rate applicable for that area and the work would be considered as additional work to the Schedule of quantities.

B2.3 Formation is the finished earthworks surface upon which the track is laid.

B2.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

B2.5 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

B2.6 Spraying means the even and uniform application of chemical herbicides or growth retardants at the rate specified and applies to liquid, granular or any other formulation.

B2.7 A staked cable route is the area directly beneath or adjacent to places where signal or other cables are suspended above ground level. Such routes are not necessarily adjacent to track work.

B3. METHOD OF VEGETATION CONTROL

B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming, equipment and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

B3.2 Where a chemical approach to vegetation control is adopted, specie switch must be encourage and hoeing (skoffel) will not be allowed as method of achieving control. Herbicides or growth retardants which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in B4.1.1 will be permitted.

B3.3 Vegetation control in terms of the contract will only be required in respect of level crossings. The type of herbicides and the methods of application to be employed are as specified by the

Contractor per Part A and are subject to the approval of, and monitoring by the Technical Officer.

Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or growth retardants or herbicide mixtures concerned.

B3.4 Any deviation from the method of work submitted by the Contractor shall be subject to the approval of the Technical Officer.

B4. STANDARDS OF WORKMANSHIP

B4.1 Standard of vegetation control for individual worklots.

B4.1.1 Vegetation control shall be such that there are no dry or dead remains of vegetation or active growing or dormant vegetation within a level crossing (including creepers) exceeding 200mm in height, or vegetation occurs in the worklot that constitutes a hazard, hindrance or danger to Transnet operations or user/s of level crossings.

This may include overhanging canopy growth of plants: -

- (i) With rootstock established entirely outside the worklot.
- (ii) With rootstock established on the boundary of the worklot, despite:
 - control that was achieved over the remainder of the worklot.
 - that a clear control line is visible, showing that control was effectively applied over the entire surface of the worklot.
 - the Contractor took the presence of such growth into account and that the control method use was adjusted accordingly.
 - The boundary concerned is not the boundary of an adjoining worklot.

The above mentioned apply in the case of creeping grasses (e.g. Cynodon) with nodal rooting within the worklot even though such growth may originate from a plant outside the worklot.

B4.1.2 In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 200mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet 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 Technical Officer.

B4.2 Manual removal of vegetation

No hoeing of vegetation will be allowed. During the two months preceding final inspection herbicides may not be applied prior the final inspection for a season or a year's program. All lots where such hoeing, felling or herbicides application were done will be rejected.

For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that the standard of workmanship is in conjunction with the required specifications of the contract. The intention to do minor earthworks and leveling at level crossings should be cleared with the Technical officer prior to work starting.

B4.3 Overall control

B4.3.1 The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

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

B4.3.2 The standard of "Overall Control" to be provided on each district by the Contractor 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

B4.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor.

B5. PROGRAMME OF WORK

B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

B5.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,

B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,

B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.

B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security.

B5.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:

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

B5.4 The Contractor's programme shall allow for commencement with the initial application of chemicals or management of vegetation at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than **eight** weeks after commencement of the initial application.

The Contractor must provide a work programme per Depot area, which will follow the requirement of the paragraph above mentioned.

B5.5 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.

B5.6 In addition to the annual 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 success of control achieved over areas of completed. He /she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- B6.2 The Technical Officer shall at any time during the application periods carry out inspections of the Contractor's performance methods and procedures. He may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor and he may be ordered by the Technical Officer to re-treat entire worklots or sections where such chemicals were applied.
- B6.3 The Technical Officer will during each growth season 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 right to dispute the measurements and evaluation of the Technical Officer.
- B6.3.1 The first inspection shall be done within 20 weeks, after the completion of the Contractor's initial vegetation control programme and after he/she has notified the Technical Officer, in writing that he/she has inspected the work and that control has been achieved.
- B6.3.2 The second and final inspection of the season will be carried out at, or within 36 weeks, after the completion of the Contractor's initial spraying programme and after he/she has notified the Technical Officer in writing that he/she has inspected the work and that control has been achieved.
- 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 and inspection.
- The Contractor may contest the rejection by the Technical Officer of work performance 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.

B7. REMEDIAL WORK

- B7.1 The Contractor shall carry out remedial work to all worklots where control has not been achieved. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 200mm and forming a nuisance or hazard to Transnet Operations, from the treated worklots.
- B7.2 The Technical Officer may, at any time after the official inspections or during any particular time

during the contract period order the Contractor to carry out remedial action, to commence and be completed within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Technical Officer for his/her approval. Failing to do so, the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

B7.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.

B7.4 Fire may not be used as a method of vegetation control or as a method of remedial action.

B8. DAMAGE TO FAUNA AND FLORA

B8.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area where vegetation is to be controlled. The Contractor shall take the presence of drainage works within yards or depots and along the track into account and shall ensure that no water-borne movement of herbicides or growth retardants is possible.

B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, desirable 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. Empty containers, from any used product, will be disposed in the proper manner and will not be allowed to be dumped on Transnet property.

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 property or as part of Transnet refuse.

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

B9. ON-TRACK SPRAYING EQUIPMENT

Contractors will not be allowed to use on track spraying equipment.

B10. MEASUREMENT AND PAYMENT

B10.1 Payment will be based on the numbers of worklots treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B4.1.1

B10.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.

B10.3 Measurement and payment for the work completed will be made in 3 stages as follows:

B10.3.1 After completion of the initial vegetation control program of the entire contract area the Technical Officer or his deputy and the Contractor will measure the work performed (number of worklots controlled). The Contractor will thereafter receive payment at 50% of the rates tendered for all of the completed work.

B10.3.2 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

25% of the rates tendered for all worklots where control as specified has been achieved..

- B10.3.3 A third measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause B6.3.2. The Contractor will thereafter receive payment at 25% of the rates tendered for all worklots where control has been achieved.
- B10.3.4 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.

oo0oo

"PREVIEW COPY ONLY"

**KIMBERLEY NORTH DEPOT
SCHEDULES OF QUANTITIES AND PRICES
CONTROL OF VEGETATION AT LEVEL CROSSINGS CONTRACT
PART C**

Alex Yard Area									
Item	Description / Km Point	m ²	Total Annual Worklots (1885 m ²)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years	
1	1.209	7540	4						
2	3.845	7540	4						
3	5.259	7540	4						
SUBTOTAL FOR ALEX YARD AREA			12						

Kamfersdam-Hotazel									
Item	Description / Km Point	m ²	Total Annual Worklots (1885 m ²)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years	
4	0.890	7540	4						
5	5.204	7540	4						
6	6.562	7540	4						
7	17.209	7540	4						
8	25.594	7540	4						
9	28.826	7540	4						
10	31.396	7540	4						
11	32.414	7540	4						
12	33.866	7540	4						
13	39.653	7540	4						
14	42.948	7540	4						
15	44.285	7540	4						
16	48.492	7540	4						
17	50.110	7540	4						
18	53.310	7540	4						
19	55.507	7540	4						
20	57.412	7540	4						
21	61.035	7540	4						
22	62.141	7540	4						
23	64.712	7540	4						

24	66,648	7540	4						
25	67,950	7540	4						
26	71,162	7540	4						
27	74,025	7540	4						
28	78,986	7540	4						
29	80,747	7540	4						
30	84,042	7540	4						
31	85,621	7540	4						
32	88,395	7540	4						
33	89,883	7540	4						
34	94,010	7540	4						
35	97,887	7540	4						
36	100,893	7540	4						
37	106,382	7540	4						
38	108,855	7540	4						
39	111,171	7540	4						
40	111,660	7540	4						
41	115,632	7540	4						
42	118,034	7540	4						
43	120,283	7540	4						
44	125,511	7540	4						
45	126,092	7540	4						
46	126,628	7540	4						
47	128,856	7540	4						
48	129,292	7540	4						
49	131,288	7540	4						
50	134,309	7540	4						
51	135,713	7540	4						
52	137,153	7540	4						
53	141,238	7540	4						
54	142,193	7540	4						
55	144,655	7540	4						
56	145,430	7540	4						
57	147,607	7540	4						
58	155,496	7540	4						
59	161,072	7540	4						
60	163,688	7540	4						
61	164,155	7540	4						
62	166,475	7540	4						
63	168,080	7540	4						
64	169,258	7540	4						

"PREVIEW COPY ONLY"

65	172.461	7540	4						
66	174.743	7540	4						
67	176.235	7540	4						
68	181.885	7540	4						
69	183.634	7540	4						
70	186.101	7540	4						
71	187.315	7540	4						
72	189.922	7540	4						
73	192.839	7540	4						
74	194.083	7540	4						
75	195.843	7540	4						
76	199.131	7540	4						
77	203.102	7540	4						
78	206.447	7540	4						
79	207.569	7540	4						
80	208.193	7540	4						
81	210.845	7540	4						
82	217.312	7540	4						
83	219.232	7540	4						
84	224.498	7540	4						
85	227.053	7540	4						
86	228.567	7540	4						
87	231.523	7540	4						
88	236.228	7540	4						
89	239.464	7540	4						
90	240.599	7540	4						
91	242.577	7540	4						
92	246.026	7540	4						
93	248.565	7540	4						
94	252.944	7540	4						
95	257.576	7540	4						
96	261.348	7540	4						
97	265.355	7540	4						
98	266.220	7540	4						
99	268.107	7540	4						
100	270.174	7540	4						
101	273.412	7540	4						
102	276.779	7540	4						
103	278.994	7540	4						
104	280.443	7540	4						
105	286.943	7540	4						

"PREVIEW COPY ONLY"

106	290,325	7540	4							
107	293,883	7540	4							
108	294,387	7540	4							
109	294,968	7540	4							
110	295,157	7540	4							
111	298,620	7540	4							
112	300,374	7540	4							
113	302,243	7540	4							
114	304,666	7540	4							
115	306,315	7540	4							
116	307,812	7540	4							
117	313,506	7540	4							
118	314,740	7540	4							
119	315,815	7540	4							
120	317,712	7540	4							
121	321,155	7540	4							
122	323,176	7540	4							
123	324,792	7540	4							
124	326,360	7540	4							
125	327,310	7540	4							
126	328,261	7540	4							
127	333,890	7540	4							
128	334,455	7540	4							
129	334,608	7540	4							
130	335,050	7540	4							
SUBTOTAL FOR KAMFERDAAB - HOI AZEL			508							

Macfarlane - Fieldsvie

Item	Description / Km Point	m ²	Total Annual Worklots (1885 m ²)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years
131	1,128	7540	4					
132	6,582	7540	4					
133	6,659	7540	4					
134	10,440	7540	4					
135	11,366	7540	4					
SUBTOTAL FOR MACFARLANE - FIELDVIEW			20					

Transcape - Beaconsfield

Item	Description / m ²	Total Annual	Rate Per	Rate Per	Total	Total
------	------------------------------	--------------	----------	----------	-------	-------

	Km Point	Worklots (1885 m2)	Worklot Year 1	Worklot Year 2	Rate for Year 1	Rate for Year 2	Rate Two Years
136	227.911	4	7540				
137	230.180	4	7540				
138	242.758	4	7540				
139	247.469	4	7540				
140	249.322	4	7540				
141	252.501	4	7540				
142	261.735	4	7540				
143	263.074	4	7540				
144	272.065	4	7540				
145	274.426	4	7540				
146	279.268	4	7540				
147	280.493	4	7540				
148	285.613	4	7540				
149	291.775	4	7540				
150	294.394	4	7540				
151	308.055	4	7540				
SUBTOTAL FOR TRANSCAPE-BEACONSFIELD		64					

Hamilton - Beaconsfield

Item	Description / Km Point	m ²	Total Annual Worklots (1885 m2)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years
152	7.462	7540	4					
153	8.792	7540	4					
154	11.469	7540	4					
155	12.676	7540	4					
156	14.648	7540	4					
157	15.962	7540	4					
158	21.056	7540	4					
159	23.323	7540	4					
160	24.664	7540	4					
161	32.233	7540	4					
162	43.630	7540	4					
163	45.390	7540	4					
164	49.104	7540	4					
165	50.198	7540	4					
166	52.035	7540	4					
167	54.754	7540	4					

"PREVIEW COPY ONLY"

168	55,761	7540	4						
169	56,113	7540	4						
170	57,277	7540	4						
171	60,145	7540	4						
172	62,888	7540	4						
173	66,219	7540	4						
174	68,413	7540	4						
175	70,271	7540	4						
176	71,840	7540	4						
177	72,806	7540	4						
178	74,580	7540	4						
179	82,828	7540	4						
180	83,715	7540	4						
181	84,931	7540	4						
182	88,863	7540	4						
183	91,283	7540	4						
184	96,580	7540	4						
185	98,901	7540	4						
186	102,437	7540	4						
187	106,163	7540	4						
188	108,188	7540	4						
189	118,075	7540	4						
190	120,413	7540	4						
191	121,689	7540	4						
192	123,938	7540	4						
193	125,987	7540	4						
194	127,157	7540	4						
195	130,153	7540	4						
196	133,215	7540	4						
197	140,359	7540	4						
198	144,666	7540	4						
199	145,868	7540	4						
200	151,135	7540	4						
201	155,996	7540	4						
202	159,700	7540	4						
SUBTOTAL FOR DASHLTON-BEACONSFIELD			204						
Total for Kimberley North Depot			808						

"PREVIEW COPY ONLY"

**KIMBERLEY SOUTH DEPOT
SCHEDULES OF QUANTITIES AND PRICES
CONTROL OF VEGETATION AT LEVEL CROSSINGS CONTRACT
PART C**

Beaconsfield - De Aar

Item	Description / Km Point	m ²	Total Annual Worklots (1888/m ²)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years
1	10,827	7540	4					
2	15,433	7540	4					
3	17,478	7540	4					
4	21,042	7540	4					
5	23,454	7540	4					
6	26,123	7540	4					
7	42,644	7540	4					
8	47,587	7540	4					
9	49,048	7540	4					
10	53,496	7540	4					
11	56,545	7540	4					
12	64,783	7540	4					
13	71,650	7540	4					
14	77,031	7540	4					
15	79,732	7540	4					
16	83,321	7540	4					
17	84,954	7540	4					
18	88,174	7540	4					
19	91,047	7540	4					
20	96,063	7540	4					
21	98,396	7540	4					
22	101,538	7540	4					
23	105,283	7540	4					
24	105,994	7540	4					
25	107,077	7540	4					
26	108,586	7540	4					
27	112,188	7540	4					
28	121,762	7540	4					
29	127,359	7540	4					
30	130,442	7540	4					
31	132,263	7540	4					
32	133,754	7540	4					
33	139,098	7540	4					
34	143,387	7540	4					
35	148,888	7540	4					
36	149,870	7540	4					
37	153,068	7540	4					
38	157,156	7540	4					

PREVIEW COPY ONLY

39	159,076	7540	4								
40	161,621	7540	4								
41	168,637	7540	4								
42	172,052	7540	4								
43	174,023	7540	4								
44	180,601	7540	4								
45	183,148	7540	4								
46	187,691	7540	4								
47	193,773	7540	4								
48	198,392	7540	4								
49	199,953	7540	4								
50	210,126	7540	4								
51	216,077	7540	4								
52	228,417	7540	4								
SUBTOTAL FOR BEACONSEED - DE AAR										208	

Belmont - Douglas

Item	Description / Km Point	m ²	Total Annual Worklots (1885 m2)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years
53	0,492	7540	4					
54	1,613	7540	4					
55	3,810	7540	4					
56	10,261	7540	4					
57	14,586	7540	4					
58	17,748	7540	4					
59	19,872	7540	4					
60	20,835	7540	4					
61	21,457	7540	4					
62	23,203	7540	4					
63	23,578	7540	4					
64	24,065	7540	4					
65	27,538	7540	4					
66	33,139	7540	4					
67	34,281	7540	4					
68	35,880	7540	4					
69	36,291	7540	4					
70	40,060	7540	4					
71	40,556	7540	4					
72	41,890	7540	4					
73	42,743	7540	4					
74	49,588	7540	4					
75	50,631	7540	4					
76	52,749	7540	4					
77	57,245	7540	4					
78	59,901	7540	4					
79	63,985	7540	4					
80	65,153	7540	4					

81	67,213	7540	4						
82	69,854	7540	4						
83	71,124	7540	4						
84	73,272	7540	4						
85	77,230	7540	4						
86	77,689	7540	4						
87	78,618	7540	4						
88	80,940	7540	4						
89	81,924	7540	4						
90	82,889	7540	4						
91	84,678	7540	4						
92	85,143	7540	4						
93	85,615	7540	4						
94	86,100	7540	4						
SUBTOTAL FOR BELMONT-DUGLAS			168						

De Aar-Beaufort West

Item	Description / Km Point	m ²	Total Annual Worklots (1885 m2)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years
95	1,011	7540	4					
96	3,640	7540	4					
97	7,409	7540	4					
98	10,690	7540	4					
99	15,817	7540	4					
100	22,164	7540	4					
101	30,590	7540	4					
102	33,202	7540	4					
103	34,280	7540	4					
104	36,950	7540	4					
105	39,006	7540	4					
106	40,958	7540	4					
107	51,853	7540	4					
108	57,773	7540	4					
109	61,153	7540	4					
110	62,526	7540	4					
111	64,417	7540	4					
112	68,769	7540	4					
113	69,044	7540	4					
114	73,956	7540	4					
115	76,069	7540	4					
116	76,424	7540	4					
117	76,950	7540	4					
118	77,944	7540	4					
119	81,640	7540	4					
120	83,476	7540	4					
121	86,504	7540	4					
122	88,454	7540	4					

"PREVIEW COPY ONLY"

"PREVIEW COPY ONLY"

123	911.760	7540	4																	
124	93.572	7540	4																	
125	93.850	7540	4																	
126	97.686	7540	4																	
127	101.293	7540	4																	
128	105.574	7540	4																	
129	107.230	7540	4																	
130	110.862	7540	4																	
131	115.345	7540	4																	
132	122.987	7540	4																	
133	126.660	7540	4																	
134	128.792	7540	4																	
135	142.118	7540	4																	
136	145.837	7540	4																	
137	148.385	7540	4																	
138	155.582	7540	4																	
139	164.824	7540	4																	
140	168.800	7540	4																	
141	171.069	7540	4																	
142	174.450	7540	4																	
143	179.073	7540	4																	
144	183.923	7540	4																	
145	186.642	7540	4																	
146	189.037	7540	4																	
147	190.204	7540	4																	
148	192.544	7540	4																	
149	193.256	7540	4																	
150	193.623	7540	4																	
151	198.275	7540	4																	
152	199.423	7540	4																	
153	202.926	7540	4																	
154	206.478	7540	4																	
155	209.733	7540	4																	
156	211.084	7540	4																	
157	213.152	7540	4																	
158	217.780	7540	4																	
159	219.417	7540	4																	
160	227.549	7540	4																	
161	228.874	7540	4																	
162	241.077	7540	4																	
163	248.277	7540	4																	
164	250.619	7540	4																	
SUBTOTAL FOR DE AAR-BEAUFORT WEST			280																	
De Aar - Upington																				
Item	Description / Km Point	m ²	Total Annual Worklots (1885 m ²)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years												

165	0.176	7540	4				
166	2.062	7540	4				
167	5.785	7540	4				
168	12.077	7540	4				
169	14.790	7540	4				
170	17.140	7540	4				
171	22.499	7540	4				
172	24.439	7540	4				
173	29.856	7540	4				
174	33.467	7540	4				
175	37.982	7540	4				
176	42.049	7540	4				
177	44.531	7540	4				
178	47.892	7540	4				
179	51.013	7540	4				
180	52.900	7540	4				
181	52.541	7540	4				
182	59.488	7540	4				
183	67.360	7540	4				
184	67.961	7540	4				
185	78.487	7540	4				
186	80.104	7540	4				
187	84.294	7540	4				
188	84.863	7540	4				
189	86.176	7540	4				
190	87.961	7540	4				
191	90.592	7540	4				
192	92.214	7540	4				
193	96.643	7540	4				
194	98.285	7540	4				
195	99.376	7540	4				
196	101.670	7540	4				
197	103.090	7540	4				
198	108.188	7540	4				
199	110.396	7540	4				
200	117.016	7540	4				
201	118.016	7540	4				
202	124.541	7540	4				
203	127.657	7540	4				
204	132.516	7540	4				
205	135.151	7540	4				
206	141.977	7540	4				
207	144.819	7540	4				
208	149.554	7540	4				
209	153.512	7540	4				
210	157.618	7540	4				
211	160.470	7540	4				
212	163.041	7540	4				

"PREVIEW COPY ONLY!"

213	165,282	7540	4				
214	168,402	7540	4				
215	171,796	7540	4				
216	172,123	7540	4				
217	175,351	7540	4				
218	177,385	7540	4				
219	179,806	7540	4				
220	180,297	7540	4				
221	180,202	7540	4				
222	182,203	7540	4				
223	186,613	7540	4				
224	188,864	7540	4				
225	189,489	7540	4				
226	190,873	7540	4				
227	191,561	7540	4				
228	192,854	7540	4				
229	193,195	7540	4				
230	196,930	7540	4				
231	200,043	7540	4				
232	201,585	7540	4				
233	206,787	7540	4				
234	207,626	7540	4				
235	211,643	7540	4				
236	212,583	7540	4				
237	214,040	7540	4				
238	214,750	7540	4				
239	216,043	7540	4				
240	216,193	7540	4				
241	216,614	7540	4				
242	222,296	7540	4				
243	222,568	7540	4				
244	223,959	7540	4				
245	224,771	7540	4				
246	227,661	7540	4				
247	229,826	7540	4				
248	230,159	7540	4				
249	230,318	7540	4				
250	233,825	7540	4				
251	234,099	7540	4				
252	237,512	7540	4				
253	238,325	7540	4				
254	240,335	7540	4				
255	248,279	7540	4				
256	249,128	7540	4				
257	252,524	7540	4				
258	256,669	7540	4				
259	260,190	7540	4				
260	263,762	7540	4				

PREVIEW COPY ONLY

"PREVIEW COPY ONLY"

261	265.825	7540	4										
262	267.811	7540	4										
263	269.089	7540	4										
264	271.189	7540	4										
265	271.507	7540	4										
266	274.081	7540	4										
267	277.333	7540	4										
268	281.270	7540	4										
269	289.130	7540	4										
270	298.522	7540	4										
271	303.507	7540	4										
272	305.190	7540	4										
273	308.493	7540	4										
274	314.989	7540	4										
275	317.633	7540	4										
276	320.439	7540	4										
277	322.110	7540	4										
278	323.558	7540	4										
279	329.558	7540	4										
280	332.680	7540	4										
281	338.224	7540	4										
282	341.465	7540	4										
283	352.341	7540	4										
284	355.649	7540	4										
285	359.150	7540	4										
286	361.914	7540	4										
287	365.992	7540	4										
288	370.911	7540	4										
289	376.704	7540	4										
290	382.556	7540	4										
291	387.385	7540	4										
292	390.339	7540	4										
293	395.419	7540	4										
294	406.450	7540	4										
295	409.474	7540	4										
296	410.390	7540	4										
SUBTOTAL FOR DE AAR - UPINGTON										528			

Upington-Nakop

Item	Description / Km Point	m ²	Total Annual Worklots (1885 m2)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years
297	6.139	7540	4					
298	11.890	7540	4					
299	18.520	7540	4					
300	22.672	7540	4					
301	27.029	7540	4					
302	30.852	7540	4					

"PREVIEW COPY ONLY"

303	33.736	7540	4																	
304	37.315	7540	4																	
305	42.180	7540	4																	
306	45.202	7540	4																	
307	47.848	7540	4																	
308	59.580	7540	4																	
309	68.868	7540	4																	
310	74.714	7540	4																	
311	74.995	7540	4																	
312	76.060	7540	4																	
313	84.597	7540	4																	
314	99.960	7540	4																	
315	105.609	7540	4																	
316	112.243	7540	4																	
317	117.656	7540	4																	
318	117.666	7540	4																	
319	121.972	7540	4																	
320	127.488	7540	4																	
321	128.218	7540	4																	
322	134.631	7540	4																	

SUBTOTAL FOR UPINGTON - KAKAMIAS

Upington-Kakamas

Item	Description / Km Point	m ²	Total Annual Worklots (1885 m2)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate /no Years
323	2.763	7540	4					
324	8.975	7540	4					
325	10.443	7540	4					
326	10.624	7540	4					
327	11.349	7540	4					
328	11.400	7540	4					
329	12.450	7540	4					
330	12.820	7540	4					
331	15.090	7540	4					
332	17.859	7540	4					
333	20.098	7540	4					
334	21.398	7540	4					
335	22.416	7540	4					
336	22.575	7540	4					
337	22.744	7540	4					
338	23.564	7540	4					
339	24.159	7540	4					
340	24.333	7540	4					
341	25.262	7540	4					
342	25.946	7540	4					
343	27.267	7540	4					
344	28.217	7540	4					
345	29.089	7540	4					

346	30.256	7540	4			
347	30.620	7540	4			
348	31.052	7540	4			
349	31.331	7540	4			
350	31.980	7540	4			
351	32.253	7540	4			
352	32.330	7540	4			
353	32.362	7540	4			
354	33.072	7540	4			
355	33.090	7540	4			
356	33.874	7540	4			
357	34.518	7540	4			
358	35.600	7540	4			
359	37.346	7540	4			
360	37.806	7540	4			
361	38.420	7540	4			
362	38.600	7540	4			
363	38.906	7540	4			
364	42.168	7540	4			
365	42.889	7540	4			
366	43.417	7540	4			
367	44.323	7540	4			
368	44.950	7540	4			
369	46.675	7540	4			
370	48.098	7540	4			
371	48.617	7540	4			
372	49.972	7540	4			
373	50.931	7540	4			
374	51.713	7540	4			
375	53.160	7540	4			
376	55.786	7540	4			
377	58.208	7540	4			
378	59.771	7540	4			
379	60.373	7540	4			
380	61.171	7540	4			
381	62.019	7540	4			
382	62.485	7540	4			
383	64.005	7540	4			
384	65.785	7540	4			
385	66.702	7540	4			
386	70.477	7540	4			
387	72.408	7540	4			
388	73.007	7540	4			
389	74.836	7540	4			
390	77.005	7540	4			
391	77.250	7540	4			
392	79.600	7540	4			
393	80.025	7540	4			

"PREVIEW COPY ONLY!"

394	80.550	7540	4						
395	80.900	7540	4						
396	81.300	7540	4						
397	81.350	7540	4						
398	81.887	7540	4						
399	82.660	7540	4						
400	83.400	7540	4						
401	85.440	7540	4						
402	86.180	7540	4						
403	86.959	7540	4						
404	87.092	7540	4						
405	87.102	7540	4						
406	87.845	7540	4						
407	87.911	7540	4						
SUBTOTAL FOR UPINGTON - KAKAMIAS			340						
Total for Kimberley South Depot			1628						

Additional Section

Item	Description / Km Point	m ²	Total Annual Worklots (1885 m ²)	Rate Per Worklot Year 1	Rate Per Worklot Year 2	Total Rate for Year 1	Total Rate for Year 2	Total Rate Two Years
1	0.933	7540	4					
2	1.153	7540	4					
3	3.422	7540	4					
4	4.815	7540	4					
5	9.886	7540	4					
6	10.972	7540	4					
7	12.000	7540	4					
8	12.789	7540	4					
9	13.111	7540	4					
10	14.995	7540	4					
11	16.969	7540	4					
12	17.202	7540	4					
13	21.983	7540	4					
14	26.186	7540	4					
15	26.629	7540	4					
16	32.046	7540	4					
17	32.866	7540	4					
18	34.552	7540	4					
19	37.587	7540	4					
20	40.168	7540	4					
21	42.103	7540	4					

PREVIEW COPY ONLY!

22	45,000	7540	4						
23	47,895	7540	4						
24	52,299	7540	4						
25	55,730	7540	4						
26	59,187	7540	4						
27	61,753	7540	4						
28	62,867	7540	4						
29	66,216	7540	4						
30	69,000	7540	4						
31	69,608	7540	4						
32	70,254	7540	4						
33	71,252	7540	4						
34	75,505	7540	4						
35	76,410	7540	4						
36	77,788	7540	4						
37	78,131	7540	4						
38	80,810	7540	4						
39	81,046	7540	4						
40	82,384	7540	4						
41	90,182	7540	4						
42	90,814	7540	4						
43	92,826	7540	4						
44	95,917	7540	4						
45	99,394	7540	4						
46	10,864	7540	4						
47	13,332	7540	4						
48	14,187	7540	4						
49	15,228	7540	4						
50	18,037	7540	4						
51	111,500	7540	4						
52	112,350	7540	4						
53	112,815	7540	4						
54	113,605	7540	4						
55	114,287	7540	4						
56	114,741	7540	4						
57	115,205	7540	4						
58	120,439	7540	4						
59	120,782	7540	4						
60	123,809	7540	4						
61	123,623	7540	4						
62	124,375	7540	4						
63	124,942	7540	4						
64	125,225	7540	4						
65	125,335	7540	4						
66	127,760	7540	4						
67	136,950	7540	4						
68	138,037	7540	4						
69	141,783	7540	4						

"PREVIEW COPY ONLY!"

118	238,225	7540	4						
119	249,456	7540	4						
120	241,015	7540	4						
121	244,440	7540	4						
122	247,214	7540	4						
123	249,769	7540	4						
124	251,933	7540	4						
125	256,402	7540	4						
126	260,700	7540	4						
127	262,970	7540	4						
128	263,775	7540	4						
129	265,354	7540	4						
130	268,105	7540	4						
131	268,715	7540	4						
132	269,670	7540	4						
133	273,316	7540	4						
134	274,065	7540	4						
135	275,520	7540	4						
136	277,987	7540	4						
137	279,397	7540	4						
138	280,855	7540	4						
139	281,275	7540	4						
140	284,200	7540	4						
141	284,723	7540	4						
142	285,850	7540	4						
143	286,347	7540	4						
144	288,454	7540	4						
145	288,860	7540	4						
146	291,894	7540	4						
147	293,219	7540	4						
148	293,547	7540	4						
149	294,528	7540	4						
150	295,367	7540	4						
151	296,258	7540	4						
152	297,935	7540	4						
153	299,081	7540	4						
154	307,143	7540	4						
155	307,450	7540	4						
156	37,572	7540	4						
157	38,184	7540	4						
158	312,645	7540	4						
159	318,000	7540	4						
160	323,398	7540	4						
161	325,357	7540	4						
162	331,491	7540	4						
163	337,161	7540	4						
164	338,029	7540	4						
165	338,226	7540	4						

"PREVIEW COPY ONLY!"

166	341,071	7540	4						
167	342,071	7540	4						
168	344,808	7540	4						
169	351,154	7540	4						
170	352,293	7540	4						
171	353,134	7540	4						
172	354,065	7540	4						
173	357,128	7540	4						
174	357,983	7540	4						
175	361,650	7540	4						
176	362,848	7540	4						
177	364,450	7540	4						
178	364,838	7540	4						
179	365,701	7540	4						
180	367,029	7540	4						
181	368,294	7540	4						
182	370,953	7540	4						
183	372,359	7540	4						
184	373,501	7540	4						
185	373,908	7540	4						
186	374,647	7540	4						
187	375,483	7540	4						
188	377,917	7540	4						
189	378,423	7540	4						
190	380,428	7540	4						
191	381,777	7540	4						
192	383,486	7540	4						
193	385,829	7540	4						
194	387,140	7540	4						
195	388,019	7540	4						
196	389,423	7540	4						
197	389,534	7540	4						
198	391,265	7540	4						
199	391,510	7540	4						
200	393,965	7540	4						
201	397,893	7540	4						
202	399,373	7540	4						
203	402,374	7540	4						
204	404,901	7540	4						
205	405,425	7540	4						
206	406,027	7540	4						
207	406,717	7540	4						
208	407,576	7540	4						
SUBTOTAL FOR HEYCHENSON-CALYNSA									832

"PREVIEW COPY ONLY!"

Kimberley South Depot	Total Level Crossings per Section	Total Worklots	Provisional Work	Total Provisional Worklots
Beaconsfield - De Aar	52	208		0
Belmont - Douglas	42	168		0
De Aar-Beaufort West	70	280		0
De Aar-Upington	132	528		0
Upington-Nakop	26	104		0
Upington-Kakamas	85	340		0
Provisional section: Hutchinson-Calvinia			208	832
Provisional section: Warning Boards (Per board)			1230	
Total for Kimberley South Depot	407	1628	1438	832

Kimberley North Depot	Total Level Crossings per Section	Total Worklots	Provisional Work	Total Provisional Worklots
Alex Yard Area	3	12		0
Kamfersdam-Hotazel	127	508		0
McFarlane-Fieldsview	5	20		0
Transcape-Beaconsfield	16	64		0
Beaconsfield-Hamilton	51	204		0
Provisional section: Warning Boards (Per board)			404	
Total for Kimberley North Depot	202	808	404	0

"PREVIEW COPY ONLY"

**RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY
NORTH AND SOUTH DEPOTS**

FOR A PERIOD OF TWO YEARS

Section : NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement appended hereto

"PREVIEW COPY ONLY"



NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

RFP Number KBY/52250

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1	INTERPRETATION	3
2	CONFIDENTIAL INFORMATION.....	4
3	RECORDS AND RETURN OF INFORMATION	5
4	ANNOUNCEMENTS	5
5	DURATION	5
6	PRINCIPAL.....	5
7	ADEQUACY OF DAMAGES.....	6
8	PRIVACY AND DATA PROTECTION.....	6
9	GENERAL.....	6

"PREVIEW COPY ONLY"

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

..... **[the Company]** [Registration No.]

whose registered office is at

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1 INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2 CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3 RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:
- a) return all written Confidential Information (including all copies); and
 - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3b) above.

4 ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5 DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

6 PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7 ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8 PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9 GENERAL

9.1 Neither party may assign the benefit of this Agreement or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

oooOOoooo

- 6.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 6.4 The Service Provider must provide a telephone number for customer service calls.
- 6.5 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

7 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

7.1 Quality of Services provided:

7.2 Continuity of Services [refer clause 6.9 of Form ST&C]:

7.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 [refer clause 8.1(f) of Form ST&C]:

8 REFERENCES

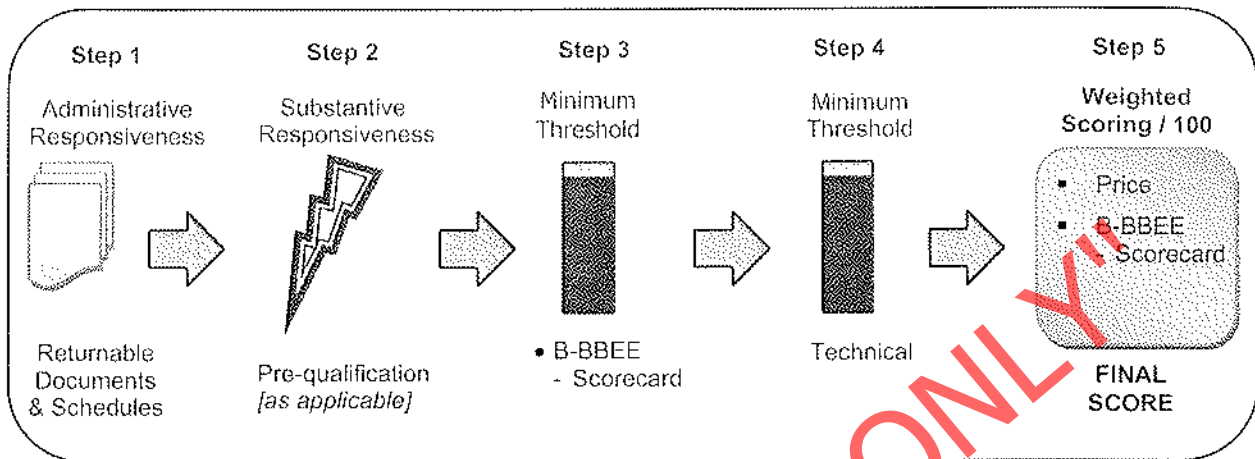
Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

--	--	--

9 EVALUATION METHODOLOGY AND CRITERIA

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



9.1 STEP ONE – TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

EVALUATION CRITERIA	RFP REFERENCE
• whether the bid has been lodged on time	Section 1 paragraph 3
• whether all returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 4
• whether the bid documentation has been duly signed by the Respondent	Section 1 paragraph 7.1

The test for administrative responsiveness [Step One] must be passed for a Respondent’s proposal to progress to Step Two for further evaluation.

9.2 STEP TWO – TEST FOR SUBSTANTIVE RESPONSIVENESS TO RFP

The test for substantive responsiveness to this RFP will include the following:

EVALUATION CRITERIA	RFP REFERENCE
• whether any pre-qualification criteria set by Transnet, have been met	Section 1 paragraphs 2.2, 6.1, 10.3 Section 4 – validity period Section 8, General Bid Conditions clause 20 Section 10
• whether the bid contains a priced offer	Section 3

<ul style="list-style-type: none"> whether the bid materially complies with the scope and/or specification given 	<i>Section 2</i>
<ul style="list-style-type: none"> whether all material terms and conditions stated in the bid document have been met 	<i>All Sections</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation.

9.3 STEP THREE – TEST MINIMUM THRESHOLD FOR B-BBEE SCORECARD,

a) B-BBEE Rating

(i) B-BBEE Scorecard:

EVALUATION CRITERION	RFP REFERENCE
<ul style="list-style-type: none"> Current status evaluated according the B-BBEE Accreditation scorecard 	<i>Section 1, paragraph 5 & Preferential Points Claim Form</i>

(ii) Further Recognition Criteria – compliance targets:

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> Ownership 	<i>Section</i>
<ul style="list-style-type: none"> Management control 	<i>Section</i>
<ul style="list-style-type: none"> Employment equity 	<i>Section</i>
<ul style="list-style-type: none"> Enterprise Development 	<i>Section</i>
<ul style="list-style-type: none"> Preferential Procurement 	<i>Section</i>

The test for meeting the B-BBEE threshold [Step Three] must be passed for a Respondent's proposal to progress to Step Four for further evaluation.

9.4 STEP FOUR – TEST MINIMUM THRESHOLD FOR TECHNICAL CRITERIA

Technical Criteria:

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> Acceptance of service levels 	<i>Section 2, paragraph 13</i>
<ul style="list-style-type: none"> Regional representation 	<i>.....</i>
<ul style="list-style-type: none"> Control measures to mitigate Transnet's risk exposure 	<i>Section 2, paragraph 15</i>
<ul style="list-style-type: none"> Green economy / carbon footprint: environmental characteristics including, energy conservation and climate control 	<i>.....</i>
<ul style="list-style-type: none"> technical merit aesthetic and functional characteristics safety characteristics quality control practices reliability technical assistance timing for completion of deliverables 	

<ul style="list-style-type: none"> • testing requirements • integration with other Services • Project plan and timelines 	

The minimum threshold for Step Four evaluation criteria must be met or exceeded for a Respondent’s proposal to progress to Step Five for final evaluation.

9.5 STEP FIVE – FINAL WEIGHTED SCORING

a) Price Criteria:

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> • Commercial offer 	Section 3
<ul style="list-style-type: none"> • Project lead times for completion of Deliverables 	Section 2 paragraph 5.3 & Section 3
<ul style="list-style-type: none"> • Service and maintenance costs • Commercial discounts • Price adjustment conditions 	Section 3
<ul style="list-style-type: none"> • Entity’s financial stability 	Financial Statements – returnable document

b) Broad-Based Black Economic Empowerment criteria

- B-BBEE - current scorecard [Refer paragraph 17.4(a)(i) above]
- Further Recognition Criteria – future targets [Refer paragraph 17.4(a)(ii) above]

c) Supplier Development Bid Document [Refer paragraph 17.4(b) above]

9.6 SUMMARY OF EVALUATION THRESHOLD AND WEIGHTINGS

EVALUATION CRITERIA	MINIMUM THRESHOLD [%]
B-BBEE	10
Technical / functionality	90

EVALUATION CRITERIA	FINAL WEIGHTED SCORES
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)

**RFP FOR THE PROVISION OF FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS
ON THE KIMBERLEY NORTH AND SOUTH DEPOTS**

FOR A PERIOD OF TWO YEARS

Section 3 : PRICING AND DELIVERY SCHEDULE

Notes to Pricing:

- c) Prices quoted must be held valid for a period of 90 [ninety] days
- d) Currency rate of exchange utilised : _____
- e) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment factor(s) would be utilised
- e)f) Respondents must submit their 3-year audited financial statements with their proposal

"PREVIEW COPY ONLY"

RFP FOR THE FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section 4 : PROPOSAL FORM

I/We.....

[name of entity, company, close corporation or partnership]

of [full address]

carrying on business under style or title of [trading as].....

represented by.....

in my capacity as.....

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference and dated [if any] and the documents listed in the accompanying schedule of RFP documents.

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

- (i) Standard Terms and Conditions of Contract [Form ST&C – Services];
(ii) General Bid Conditions – Services; and
(iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the Letter of Intent], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, 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 supply of Services within 4 [four] weeks thereafter, 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 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 ourselves.

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium 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 authorised representative in the Republic of South Africa who has the power of attorney 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 such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [the **Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 90 [ninety] days [from closing date] against this RFP.

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 RFP 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)

CONFIDENTIALITY

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

Respondent's Signature

Date & Company Stamp

DISCLOSURE OF PRICES TENDERED

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

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

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 a 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 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS AND SCHEDULES

Respondents are required to submit the following returnable documents and schedules with their responses [see √]. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

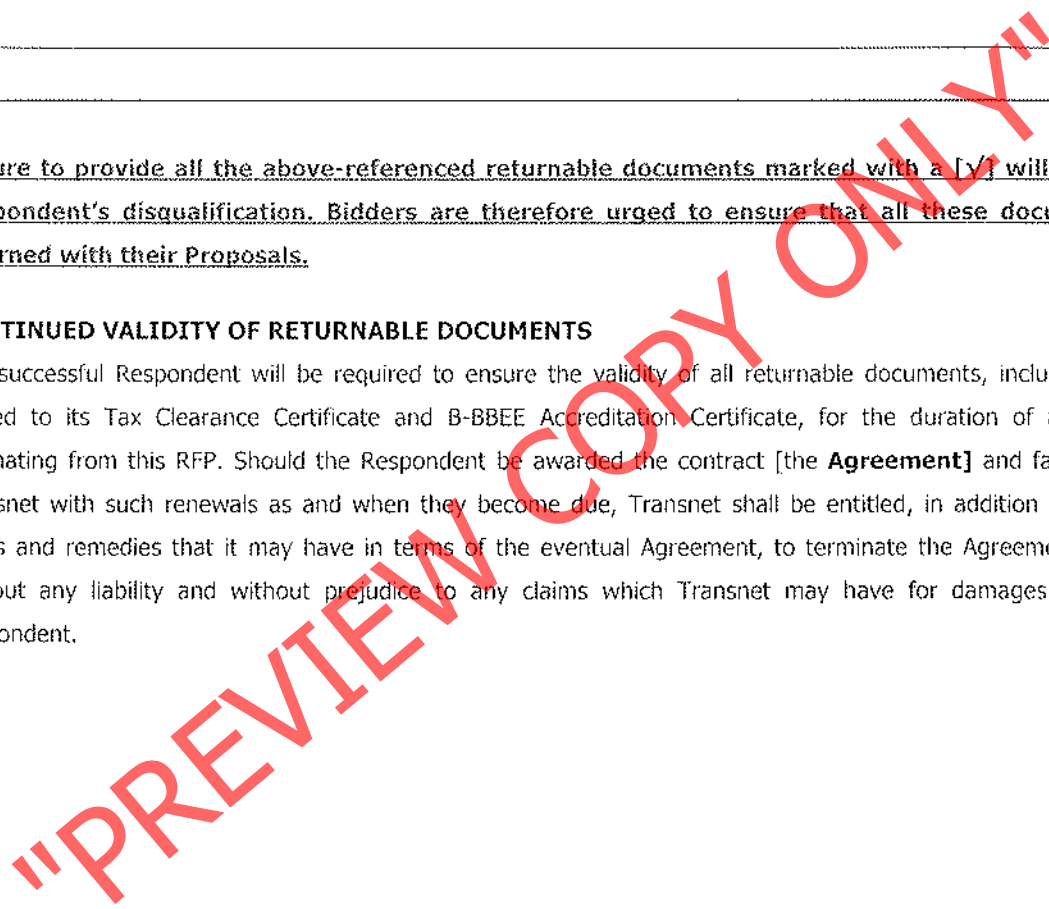
SECTION 1 : Notice to Bidders	√
- ANNEXURE A : B-BBEE Preference Points Claim Form	√
SECTION 2 : Background, Overview and Scope of Requirements	√
SECTION 3 : Pricing & Delivery Schedule	√
SECTION 4 : Proposal Form	√
SECTION 5 : Vendor Application Form	√
- Original cancelled cheque or bank verification of banking details	√
- Certified copies of IDs of shareholder/directors/members [as applicable]	√
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	√
- Certified copy of share certificates [CK1/CK2 if CC]	√
- Entity's letterhead	√
- Original Tax Clearance Certificate	√
- Certified copy of VAT Registration Certificate	√
- Certified copy of Company Registration Certificate	√
- Valid B-BBEE Accreditation Certificate [Large Enterprises and QSEs]	√
- Annual financials signed off by an accounting officer [EMEs]	√
- Audited Financials for previous 3 years	√
SECTION 6 : Signing Power - Resolution of Board of Directors	√
SECTION 7 : Certificate of Acquaintance with RFP Documents	√
SECTION 8 : General Bid Conditions – <u>Services</u>	√
SECTION 9 : Standard Terms and Conditions of Contract	√

SECTION 10 : RFP Declaration Form	✓
SECTION 11 : Breach of Law	✓
SECTION 12 : Bid Clarification Request Form	✓
SECTION 13 : Supplier Code of Conduct	✓
SECTION [REDACTED] : Certificate of attendance of RFP Briefing	✓
SECTION [REDACTED] : Specifications	✓
SECTION [REDACTED] : Non-Disclosure Agreement	✓

Failure to provide all the above-referenced returnable documents marked with a [✓] will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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 B-BBEE Accreditation Certificate, for the duration of any contract emanating from this RFP. 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 the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.



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 SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

"PREVIEW COPY ONLY"

NAME: _____

DESIGNATION: _____

Section 3

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

.....
Respondent's Signature

.....
Date & Company Stamp

Supplier Declaration Form

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name			Bank Account Number			
Postal Address						Code
Physical Address						Code
Contact Person						
Designation						
Telephone						
Email						
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million		> R35 million	
Does Your Company Provide		Products	Services		Both	
Area Of Delivery		National	Provincial		Local	
Is Your Company A Public Or Private Entity			Public		Private	
Does Your Company Have A Tax Directive Or RP30 Certificate			Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						
BEE Ownership Details						
% Black Ownership		% Black women ownership		% Disabled person/s ownership		
Does your company have a BEE certificate			Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)						
How many personnel does the firm employ		Permanent		Part time		
Transnet Contact Person						
Contact number						
Transnet operating division						
Duly Authorised To Sign For And On Behalf Of Firm / Organisation						
Name			Designation			
Signature			Date			
Stamp And Signature Of Commissioner Of Oath						
Name			Date			
Signature			Telephone No.			

Respondent's Signature

Date & Company Stamp

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

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 Proposals and/or Agreements for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

PERIOD OF TWO YEARS

Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

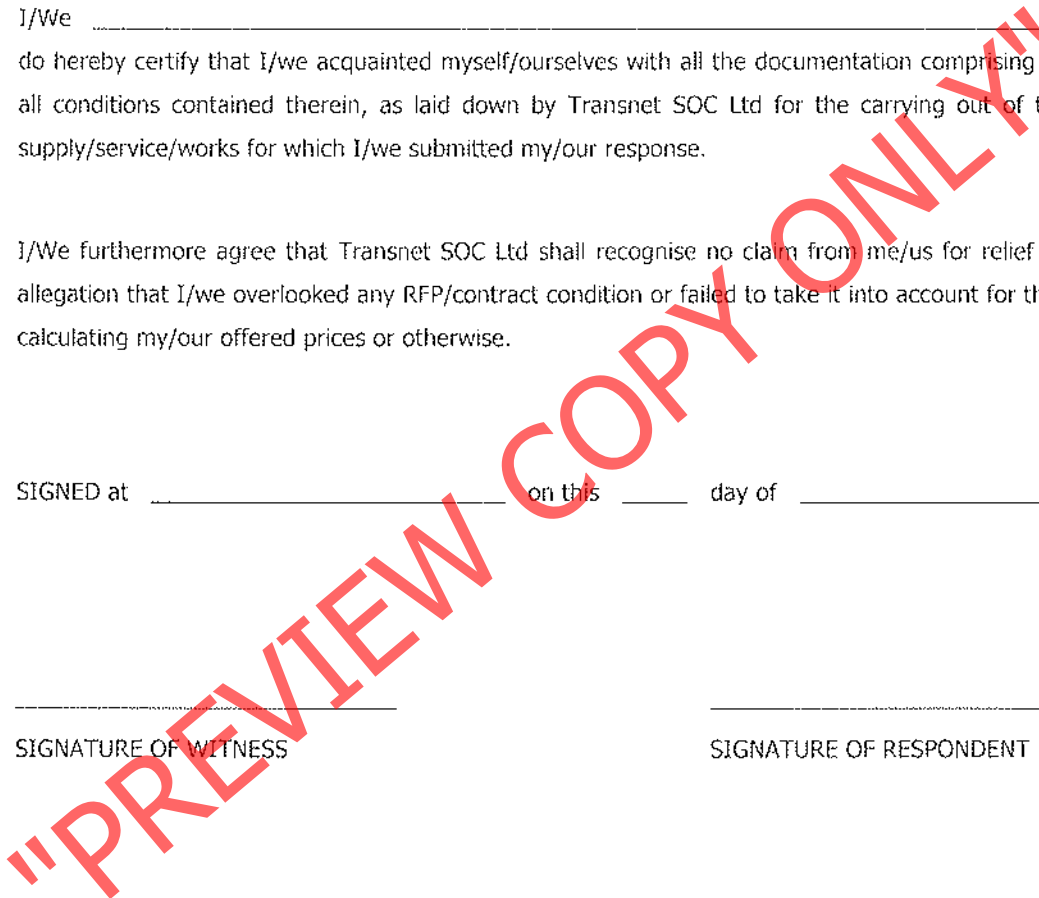
I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet SOC Ltd shall recognise 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

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY
NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section 8 : GENERAL BID CONDITIONS - SERVICES

Refer General Bid Conditions appended hereto

"PREVIEW COPY ONLY"

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY
NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form ST&C appended hereto.

Respondents should note the obligations as set out in
clause 20 [Terms and Conditions of Bid]
of the General Bid Conditions [RFP Section 8] which reads as follows:

"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be."

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section 10 : RFP DECLARATION 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 bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. 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.

If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

6. 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.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. *[Refer "Important Notice to Respondents" overleaf].*
8. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 2012

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

"PREVIEW COPY ONLY"

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

"PREVIEW COPY ONLY"

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section 11 : BREACH OF LAW

NAME OF ENTITY: _____

I/We _____

do hereby certify that I/we **have/have not been** 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.

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____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

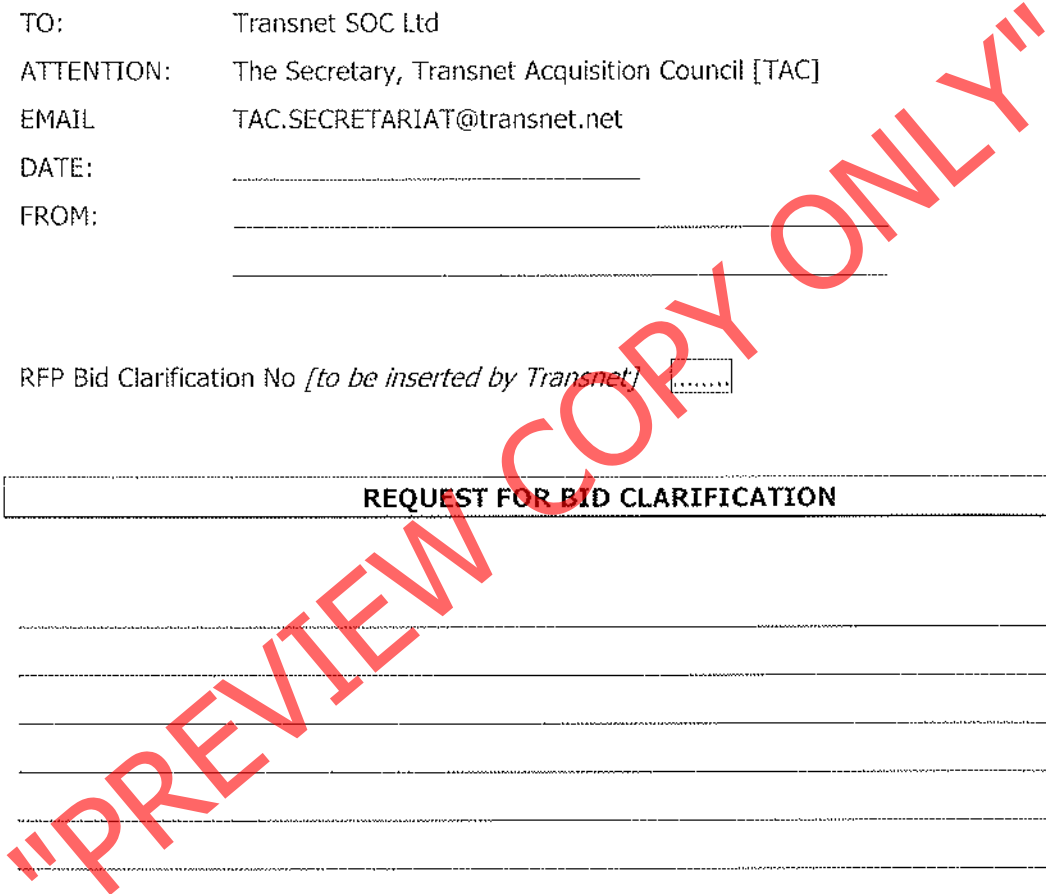
Section 12 : BID CLARIFICATION REQUEST FORM

RFP No: KBY/52250

RFP deadline for questions / bid clarifications: Before 10:00 on 2 JULY 2013

TO: Transnet SOC Ltd
ATTENTION: The Secretary, Transnet Acquisition Council [TAC]
EMAIL: TAC.SECRETARIAT@transnet.net
DATE:
FROM:

RFP Bid Clarification No [to be inserted by Transnet] [.....]



REQUEST FOR BID CLARIFICATION

Multiple horizontal lines for writing the bid clarification request.

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section 13 : SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and/or obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Procedures Manual [PPM];
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act [PFMA];
- The Broad Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [SOC], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - gain an improper advantage.
- There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].
3. *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above; and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet.

- Doing business with family members
- Having a financial interest in another company in our industry

RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY NORTH AND SOUTH DEPOTS

FOR A PERIOD OF 2 YEARS

Section : CERTIFICATE OF ATTENDANCE AT THE RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ [name of entity]

attended the site meeting / RFP briefing in respect of the proposed Services to be supplied in terms of this RFP on _____ 2012

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____



RFP FOR THE CONTROL OF VEGETATION AT LEVEL CROSSINGS ON THE KIMBERLEY
NORTH AND SOUTH DEPOTS

FOR A PERIOD OF TWO YEARS

Section : SPECIFICATIONS

"PREVIEW COPY ONLY"

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

CONTENTS

- PART A : GENERAL
- PART B : VEGETATION CONTROL
- PART C : SCHEDULE OF QUANTITIES AND PRICES

"PREVIEW COPY ONLY"

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS:-
CONTROL OF VEGETATION AT LEVEL CROSSINGS****PART A: GENERAL****CONTENTS**

	PAGE NO.
A1. SCOPE OF WORK	A3
A2. SUFFICIENCY OF TENDER	A3
A3. DURATION OF CONTRACT	A3
A4. COMPLIANCE WITH STATUTES	A4
A5. GENERAL	A4
A6. GUARANTEES	A4
A7. TO BE PROVIDED BY TRANSNET	A4
A8. TO BE PROVIDED BY CONTRACTOR	A5
A9. SCHEDULE OF QUANTITIES AND PRICES	A5
A10. EVALUATION OF TENDERS	A6
A11. SITE MEETINGS	A6
A12. SITE BOOKS	A6
A13. INFORMATION TO BE PROVIDED WITH TENDER	A7
A14. PENALTIES FOR LATE COMPLETION	A8

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**A1. SCOPE OF WORK**

This contract covers the control of vegetation at **level crossings**.

This work may include the control of vegetation including declared weeds and declared invader plants by means of mechanical or alternative approved methods, which may include chemical methods, portable and/or other approved equipment or method on Transnet property occurring at **level crossings** in the geographical area controlled by the Depot Engineers, **Kimberley North Depot and Kimberley South Depot**, to the extent that area(s) in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the periods specified herein.

Due to the nature, the extent and safety implications of the work under this contract, the contract may be awarded to more than one Contractor.

Kimberley North Depot:

Alex Yard Area,

Kamfersdam-Hotazel,

McFarlane-Fieldview

Transcape-Beaconsfield,

Beaconsfield-Hamilton and

Provisional work will include all the warning boards found on each section,

Kimberley South Depot:

Beaconsfield-De Aar,

Belmont-Douglas

De Aar – Beaufort West,

De Aar-Upington,

Upington-Nakop and

Upington-Kakamas.

Provisional work will include the Hutchinson-Calvinia and all the warning boards found on each section.

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

The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

A2. SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has experience in the application of chemical herbicides in Southern Africa.

A2.2 A Site Inspection Certificate (E4A) 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 to be controlled and all aspects that will and/or may affect such control and costs thereof.

A3. DURATION OF CONTRACT

The work provides for the control of vegetation for a period of two year (24 months) commencing on the date of notification of acceptance of tender with Transnet.

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) National Veld and Forest Fire Act (Act 101 of 1998)

A4.2 The Contractor's authorised representative shall be a **registered Pest Control Operator**, specialising in the field of **industrial 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 Officer shall be in direct control of work taking place on site.

A5. GENERAL

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

A6. GUARANTEES

A6.1 The security (guarantees) shall be equal to ten per cent (5%) 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

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

A7.1 In the case of a contract for clearing and control of vegetation at level crossings the following will be provided:

A7.1.1 Water as required from Transnet's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.

A7.1.2 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 of the Contractor's intention to inspect.

A8. TO BE PROVIDED BY THE CONTRACTOR

- A8.1 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.

Accommodation or Camping sites will not be provided and will not be allowed on Transnet property. Where portable toilets are utilised on site, the Contractor will adhere to the E4B documentation of Transnet.

The contractor(s) shall provide sufficient personnel, tools and equipment to commence vegetation control work at level crossings in a northward direction from Kimberley on the following sections: **Alex yard area, Kamfersdam-Hotazel, McFarlane-Fieldsview, Transcape-Beaconsfield and Beaconsfield-Hamilton. Provisional work will include all the warning boards found on each section,**

Southward direction from Kimberley the following sections are included:

Beaconsfield-De Aar line, Belmont-Douglas, De Aar – Beaufort West line, De Aar-Upington line, Upington-Nakop line and Upington-Kakamas lines.

Provisional work will include the Hutchinson-Calvinia line and all the warning boards found on each section to complete and maintain the works as described in B4.1 and B5.4 of the Special Conditions of contract for the entire duration of the contract.

- A8.2 The Contractor shall provide safe and secure storage facilities for all chemical herbicides and equipment brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals or equipment.

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.

- A8.3 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.

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 provide all necessary Personal Protected Clothing and Equipment needed to his team for the duration of the contract. The Personal Protected Clothing and Equipment will be in a good overall condition and must be replaced by the Contractor as soon as it gets damaged at the charges of the Contractor.

The personnel of the Contractor shall at all times while on Transnet property and during vegetation control operations wear reflective safety jackets. These reflective jackets must be yellow and preferably bear the name of the contractor's company. Should the Contractor wish to use another colour this must first be confirmed and accepted by the Technical Officer or his/her deputy.

The Contractor and his/her team must attend a compulsory OHTe Competency and Awareness Training session at the cost of Transnet Freight Rail. Costs such as accommodation, travelling and meals will be for the Contractor's own costs and will not be paid by Transnet. This training might be provided in Johannesburg at the School of Rail or Kimberley.

A9. SCHEDULE OF QUANTITIES AND PRICES

A9.1 The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.

A9.2 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.

A9.3 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.

A9.4 Items classified as "provisional worklots" in the Schedule of Quantities and Prices indicate that there is no certainty about the amount of work, which will be required. In this contract the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually. These areas will be measured per provisional worklot as defined in Part B of the Special Conditions of Contract and Specifications, or stated in the Schedule of Quantities and Prices.

A10. EVALUATION OF TENDERS

A10.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

A10.2 Tenderers may submit alternatives to the methods of vegetation control described herein. Such alternatives as well as the chemicals and materials, methods which the Contractor propose to use, the Contractor's previous (Technical/Practical) work performed either at Transnet or in the same type of work performed at other Companies, the Contractor's readiness of teams and equipment the Contractor's safety compliance, the Contractor's BBBEE Status, the Contractor's financial status and the Contractor's programmes and Transnet resources for the contract, will be considered during evaluation of tenders.

A10.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the tender to be evaluated as described above.

A11. SITE MEETINGS

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

A12. SITE BOOKS

A12.1 The Site Instruction Book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

A12.2 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.

- A12.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.
- A12.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- A12.5 Receipt of materials supplied by Transnet shall be recorded in the "Day Book".

A13. INFORMATION TO BE PROVIDED WITH TENDER

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

- A13.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.
- A13.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet.
- A13.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A13.4 The Schedule of Quantities and Prices must be completed in full.
- A13.5 An undertaking that all equipment inclusive of spraying equipment will be ready for operation and that the vegetation control can commence timeously, to comply with requirements of the contract.
- A13.6 A list of registered products to be used in the work, supported by specimen labels, indicating:
Trade name
Generic name
Registration Number
Ingredients (type and content) as shown on the label
Application rates
The Technical Officer's approval shall first be obtained for use of other chemical herbicides or growth retardants.
- A13.7 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.

The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The chemical herbicides or growth retardants so specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

The Contractor shall not depart from the minimum material usage tendered, without approval from the Technical Officer.

- A13.8 The work programme, in detail for each year's vegetation control programme. This will be used for evaluation purposes.
- A13.9 **A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is certified as a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4 3, must be submitted.**

A14. PENALTIES FOR LATE COMPLETION

The provisions pertaining to "penalties for late completion" of the Contract agreement shall equal to 5% of the total contract value.

oo0oo

"PREVIEW COPY ONLY"