



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] NO ERAC-VYG-14533

**FOR THE PROVISION OF: FIRE BREAKS FROM VRYHEID STATION TO ULUNDI
STATION**

ISSUE DATE: 27th June 2014 to 1st of July 2014

CLOSING DATE: 4th July 2014

CLOSING TIME: 10:00

“PREVIEW COPY ONLY”

Section 1
NOTICE TO BIDDERS

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

METHOD:

Fax / e-mail

CLOSING VENUE:

Transnet Freight Rail RME,
Fax numbers and e-mail details are as follows: Fax numbers: 086 515 9978
and e-mail: TCFtendersrichardsbay@transnet.net

1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in

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terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

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

[Refer clause 19 below for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:
Name: Sophie Goldstone Email: Sophie.Goldstone@transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Regional Supply Chain Manager, Lizelle Smith on any matter relating to its RFQ response:
Telephone 035 905 4609 Email: lizelle.smith@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable].*

6 Legal Compliance

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

7 Changes to Quotations

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

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8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

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

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

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

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to

Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

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YES		NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> • Be a registered business within the field of Fire Management an proof to be attached • Crew leader qualification Basic firefighting level 3 (Certified copies of qualifications) • The rest of the team must be qualified in basic firefighting (Proof of certification attached) • Must be a member of the FPA for the Vryheid area (proof to be submitted)
Functionality Threshold	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 60%. Compliance to specification Risk assessment, technical capacity and program will be considered as part of the technical evaluation[complete Annexure B – Technical Questionnaire]</p>
Final weighted evaluation based on preference point system as indicated in paragraph 2.	<ul style="list-style-type: none"> • Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.

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

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15 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.
 This RFQ is valid until _____.

16 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____
 Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 Returnable Documents

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

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

FAILURE TO PROVIDE ALL THESE RETURNABLE DOCUMENTS AT THE CLOSING DATE AND TIME OF THIS RFQ MAY RESULT IN A RESPONDENT'S DISQUALIFICATION. RESPONDENTS ARE THEREFORE URGED TO ENSURE THAT ALL THESE DOCUMENTS ARE RETURNED WITH THEIR QUOTATIONS.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
<p>SECTION 1 : Notice to Bidders</p> <ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSES] <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference</p> <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMES] <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing</p>	

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Returnable Documents	Submitted [Yes or No]
date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE B : Technical Submission/Questionnaire	
ANNEXURE C : Part A Project Specification of fire breaks and Part B Project Specification of fire breaks	
ANNEXURE D : Compulsory Briefing session	

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Section 2 QUOTATION FORM

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

Price Schedule

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

Item No	Description of Goods / Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Fire break from Vryheid station to Ulundi station	Km	160		

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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Section 3
VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

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Vendor Application 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 email address						
Company website address						
Bank name				Branch & Branch code		
Account holder				Bank account number		
Postal address						

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ANNEXURE B - TECHNICAL SUBMISSION

1. TECHNICAL SCORING SCALE

Quality criteria	Sub-criteria
Compliance to Technical Specifications	Full specimen labels of herbicides proposed provided per zone as stipulated in tender.
Risk Assessment	Assessment of risks specific to Fire Breaks and related issues
Technical Capacity / Resources	Rate of product and products supplied
	Sufficiency of the personnel as stipulated in tender
Programming Schedule	Detail of experience of fire breaks controlled, not limited to the railway environment.
	Sufficiency of vehicles and equipment available as stipulated in tender
	The duration and work rate is addressed for the initial spray of each season per zone as specified in the tender.
	Preliminary work program for the specified zone/s is included for tracer belts and fire breaks
	Follow-up program/remedial work is addressed per zone is included

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2. TECHNICAL QUESTIONNAIRE

TECHNICAL REQUIREMENTS								
<i>Respondents are to complete this Annexure, giving sufficient detail to permit an accurate assessment of your technical abilities.</i>								
Please note that all the requirements as is in the specification (Part A) are compulsory								
Inability to provide these essential requirements will preclude your company's eligibility at Stage One of the evaluation process								
Technical Requirements								
Ref	Criteria	Requirements	Type of proof to be submitted	Applicable Clauses	Max. Score	Yes	No	Details of proof and page number
1	Compliance to Technical Specifications	Full specimen labels of herbicides proposed provided per zone as stipulated in tender.	Copies of Full specimen labels of herbicides proposed attached to tender	B2.1	5			
2	Risk Assessment	Assessment of risks specific to Fire Breaks and related Issues	Completed risk assessment		5			
3	Technical Capacity / Resources	Rate of product and products supplied	Detail of rate mixtures specified in the method statement	B2.1	5			
		Sufficiency of the personnel as stipulated in tender	- Specify how many personnel are available and the detail and function of personnel in the teams to carry out operation. - Capacity of each team and the work rates of each team per day.	A9.6; A9.4; A9.5	5			
		Detail of experience of fire breaks controlled, not limited to the railway environment.	Completed schedule of Tenderer's experience (returnable schedule)		5			
		Sufficiency of vehicles and equipment available as stipulated in tender	-Specify qty and type of support vehicles, etc available for this tender.		5			
4	Programing Schedule	The duration and work rate is addressed for the Initial spray of each season per zone as specified in the tender.	Detailed program in line diagram / Barchart format according to Bill of Quantities. Included in the method statement: -Duration of Initial treatment for season - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify qty of teams available for this tender -capacity of each team and the work rates of each team per day. -Statement of support vehicles available for this tender	B6;	5			
		Preliminary work program for the specified zone/s is included for tracer belts and fire breaks	Detailed program in line diagram / Barchart format according to Bill of Quantities	B6;	5			
		Follow-up program/remedial work is addressed per zone is included	Preliminary follow-up program in line diagram / Barchart format according to Bill of Quantities	B6;	5			

ANNEXURE C – SCOPE OF SERVICES

**RFQ FOR THE SUPPLY OF
FOR THE PROVISION OF FIRE BREAKS FROM VRYHEID STATION TO ULUNDI
STATION**

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS
FOR THE MAKING OF FIRE BREAKS ON TRANSNET
PROPERTY CONTROLLED BY THE DEPOT ENGINEER RICHARDS BAY**

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SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

**PART A: GENERAL
CONTENTS**

- A1. **SCOPE OF WORK**
- A2. **SUFFICIENCY OF TENDER**
- A3. **DURATION OF CONTRACT**
- A4. **COMPLIANCE WITH STATUTES**
- A5. **GENERAL**
- A6. **GUARANTEES**
- A7. **TO BE PROVIDED BY TRANSNET FREIGHT RAIL**
- A8. **CARE TO EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL
TO BE PROVIDED BY CONTRACTOR**
- A9. **SCHEDULE OF QUANTITIES AND PRICES**
- A10. **CONTRACT PRICE ADJUSTMENT FORMULA**
- A12. **EVALUATION OF TENDERS**
- A13. **SITE MEETINGS**
- A14. **SITE BOOKS**
- A15. **INFORMATION TO BE PROVIDED WITH TENDER**
- A16. **PENALTIES FOR LATE COMPLETION**

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

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

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

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

Transnet will be provide the public liability insurance but the contractor will be responsible for an excess amount of R250 000 in each and every claim done.

A2. SUFFICIENCY OF TENDER

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

A2.2 A Site Inspection Certificate (E4.1) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation and topography of the area / areas where firebreaks are to be provided and all aspects that will and/or may affect such provision and costs thereof.

A3. DURATION OF CONTRACT

The work provides for the preparation and burning of firebreaks commencing on the date of notification of acceptance of tender with Transnet Freight Rail and completed before 31 July of 2013.

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 National Environmental Management Act (Act 107 of 1998).
- 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.

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- h) Mountain Catchment Area Act (Act 63 of 1970),
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

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

A5. GENERAL

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

A6. GUARANTEES

A6.1 The security required for this contract shall be equal to five / ten percent (5 % /10%) of the total contract value and shall be provided before any work is carried out.

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

A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

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

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

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

A8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

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

A9. TO BE PROVIDED BY THE CONTRACTOR

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

The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

A9.3 The Contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. The personnel of the contractor shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light

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blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

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

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

A10. SCHEDULE OF QUANTITIES AND PRICES

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

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

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

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

A11 CONTRACT PRICE ADJUSTMENT FORMULA

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

A12. EVALUATION OF TENDERS

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

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

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

A13. SITE MEETINGS

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

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A14. SITE BOOKS

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

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

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

A14.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.

A14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Site Book".

A14.6 On completion of the contract the Site Book / Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail

A15. INFORMATION TO BE PROVIDED WITH TENDER

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

- A15.1 Full description:
- of the plant and methods of work to be used,
 - detailed daily work rates of the team teams and equipment to be used to execute the work
 - precautions to be implemented to prevent fires spreading to adjoining property,
 - fire fighters that will be on site at any given time
 - **fire fighting equipment available to him/her** **all aspects of the work required to ensure performance as specified. Each team will have the following minimum equipment available and in working condition during the making of fire breaks, this is exclusive of plant , vehicle and water tankers / bakkie sakkies which the tenderer deem necessary:**
 - 1 x Fire Beater per team member
 - 1 x Knapsack sprayers (15lt capacity) per 2 team members
 - 1 x Rake Hoe per team member
 - 1 x Held weather reading device which can accurately measure wind speed, relative humidity, temperature and Barometric pressure per team.
 - Brushcutters, chain saws
 - First Aid kit
 - Cell phone
 - 2 x portable radios

A15.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

A15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

Respondent's Signature

Date & Company Stamp

- A15.4 The Schedule of Quantities and Prices must be completed in full.
- A15.5 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A15.6 Copies of the certificates issued by the Department of Agriculture to certify that the tenderer or his/her representatives are pest control operators in terms of Act 36 of 1947, as stipulated under clause A4.2, must be submitted if the contractor intends applying herbicides.
- A15.7 The Contractor shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.
- A16. PENALTIES FOR LATE COMPLETION**
- The provisions pertaining to "penalties for late completion" shall not apply to this contract.

"PREVIEW COPY ONLY"

Respondent's Signature _____

_____ Date & Company Stamp

ANNEXURE D - CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

**RFQ FOR THE SUPPLY OF
FOR THE PROVISION OF FIRE BREAKS FROM VRYHEID STATION TO ULUNDI STATION**

Section 15 : CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

It is hereby certified that –

1. _____
2. _____

Representative(s) of _____ [name of entity]
attended the RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ on
_____ 20____

"PREVIEW COPY ONLY"

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

Respondent's Signature

Date & Company Stamp