

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30
[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No PTH/52128

DESCRIPTION: PROVISION OF THE CUTTING, PRUNING AND TREATMENT OF LARGE OVERGROWN TREES WITH AN APPLICABLE HERBICIDE AND DYE MIXTURE

PERIOD: 6 WEEKS

LOCATION: BETWEEN EAST LONDON STATIONS AND OLIVE STATIONS

ISSUE DATE: 14 / 02 / 2013

CLOSING DATE: 12 / 03 / 2013

CLOSING TIME: 10:00

Section 1 NOTICE TO BIDDERS

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

On or after 14 February 2013 RFQ documents may be inspected at, and are obtainable from the Regional Supply Chain Office, 1st Floor, Room 105, Stow Road, Uitenhage and arrangements must be made with Me. Ronelle Blom on telephone number 041 – 994 2045 or email: ronelle.blom@transnet.net for the collection of the RFQ documents before the cut-off date and time. Please take note that RFQ documents will not be available at the information briefing session and it is the respondent's responsibility to ensure that prior arrangements were made with Me. Ronelle Blom in obtaining the RFQ documents before the cut-off date and time.

NB: Please note that only respondents with a valid RFQ document in their possession will be allowed to attend the information briefing session.

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

CUT-OFF DATE & TIME: RFQ documents will only be available until 12h00 on 22 February 2013 thereafter no RFQ documents will be issued.

A compulsory information briefing session will be held on 26 February 2013. Attendance is compulsory and failure to attend will disqualify submissions from evaluation. The compulsory information briefing session will be conducted over a period of +- 1 hour.

The information briefing session will start punctually at 10h00 and Respondents must please ensure that they arrive on time to prevent any delays.

Details of the compulsory information briefing session

Date: 26 February 2013
Venue: Transnet Freight Rail
Transtel 2nd floor Board Room
1A Cambridge Street, East London
Time: 10h00

(For directions, Me. Ziyanda Poswa may be contacted on telephone 043–700 2135 or Cell: 083 576 1079)

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.

Respondent's Signature

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

METHOD: post and/or courier
CLOSING VENUE: As follows:

Postal Address:

TRANSNET FREIGHT RAIL
 REGIONAL SCS OFFICE
 P.O.BOX 95
 UITENHAGE
 6230

Physical Address:

TRANSNET FREIGHT RAIL
 REGIONAL SCS OFFICE
 TRANSNET FREIGHT RAIL BUILDING
 TENDER BOX
 1ST FLOOR PASSAGE
 STOW ROAD
 UITENHAGE

NB: Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No : PTH/52128
Description : Cutting Trees between EL-Olive Stations
Closing date and time : 12 March 2013 at 10h00
Closing address (refer to abovementioned options)

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 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 the following:

Respondent's Signature

Date & Company Stamp

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the service.
- The 80/20 preference point system applies where the acquisition of the service will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

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

Enterprises will be rated by such agencies based on the following:

- Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- 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
- Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership and B-BBEE status level.

Respondents are 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 a certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

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2.2 Further Recognition Criteria N/A

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 : Granville van der Merwe
Division : Transnet Freight Rail (SCS)
Email : Granville.vandermerwe@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with the Admin Support Office on any matter relating to its RFQ response:

Telephone 041 – 994 2045
Email ronelle.blom@transnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

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.

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.

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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.

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 below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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.

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13 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Weighted evaluation based on 80/20 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration
Pt = Price of Bid under consideration
Pmin = Price of lowest acceptable Bid

- 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 below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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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14 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

18 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 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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Respondent's Signature

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Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Overview and Scope of Requirements	
SECTION 5 : Certificate of Attendance of RFQ Briefing & Site Inspection	
ANNEXURE A : Tree Felling & Pruning Work Lots – Olive to East London Stations	
ANNEXURE B : General Tender Conditions (CSS5 – Services)	
ANNEXURE C : E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment	
ANNEXURE D : Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
ANNEXURE E : RFQ Declaration Form	
LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER	
ORIGINAL TAX CLEARANCE CERTIFICATE	
REGISTRATION CERTIFICATE – PEST CONTROL OPERATOR (WEED CONTROL) + REQUIREMENTS AS PER SPECIFICATION – REFER TO A10.1 (PAGE 22)	

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Respondents to complete this section:

NAME OF RESPONDENT	
PHYSICAL ADDRESS	
.....	
Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

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**Section 2
QUOTATION FORM**

I/We _____
hereby offer to supply the service 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 and Services to Transnet; and
any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods and service 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 service required, on a "delivered nominated destination" basis, excluding VAT:

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Cut & Prune selected species-large overgrown trees and treat cut stumps with an applicable herbicide and dye mixture between Olive and East London Stations	Lot	1		
2	Estimated volume and Value of herbicides for this project plus Product names. <u>Product Names, Volume & Value to be inserted below:</u>	Lot	1		
Gross Total (excluding VAT)			R		

Time period to complete the required work: _____ **[days/weeks]**

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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

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation 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.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- 3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- 3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

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4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by Transnet. The Supplier shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products so that they become non-infringing,

provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect

Respondent's Signature

Date & Company Stamp

Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

8 PUBLICITY

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

- 10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.
- 10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.
- 10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

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11 ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

13 INSOLVENCY

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 ASSIGNMENT

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

15 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a

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registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

18 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

Respondent's Signature

Date & Company Stamp

Section 4
OVERVIEW AND SCOPE OF REQUIREMENTS



**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS FOR
THE CUTTING, PRUNING AND TREATMENT OF LARGE OVERGROWN TREES WITH AN
APPLICABLE HERBICIDE AND DYE MIXTURE BETWEEN EAST LONDON STATIONS AND OLIVE
STATIONS**

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- PART A : GENERAL
- PART B : PROJECT SPECIFICATION - PROVISION FOR CUTTING, PRUNING OF LARGE OVERGROWN TREES

Respondent's Signature

Date & Company Stamp

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

PART A: GENERAL

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- A2. SITE LOCATION**
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- A4. TIME TO COMPLETE THE WORK**
- A5. GENERAL**
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- A7. TO BE PROVIDED BY CONTRACTOR**
- A8. SITE MEETINGS**
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- A10. INFORMATION TO BE PROVIDED WITH TENDER**
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Date & Company Stamp

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

A1. SCOPE OF WORK

This contract covers the cutting, pruning and treatment of large overgrown trees with an applicable herbicide and dye mixture within the rail reserve on Transnet Freight Rail property in the geographical area controlled by the Depot Engineer, **EAST LONDON.**

A2. SITE LOCATION

A2.1 The site is situated between Olive Stations (Km 58.118) and East London Stations (Km 47.59)

A2.2 An annexure is attached with the Mast poles, work lots and notes to be used for this contract

A3. DURATION OF CONTRACT

The work provides for the cutting, pruning and treatment of large overgrown trees with an applicable herbicide and dye mixture **over a period of six weeks** commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

A4. TIME TO COMPLETE THE WORK

The contractor shall indicate herein **the duration in days he /she requires to complete the work and also the hours required for switching where applicable, taking into consideration that a maximum of 3 hour will be given on a daily basis** .It is preferred that the period be not longer than 6 (Six) weeks per service

The contractor is required to complete the work in this period this includes weekends, public holidays and statutory holiday periods

A5. GENERAL

A5.1 Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible.

A5.2 The contractor shall provide for cleaning up and sorting all debris and rubble throughout the duration of the contract and upon completion clear away and remove all rubble and unused material and leave the site in a satisfactory condition to the project manager or his deputy .

A5.3 No scrap or any material may be removed from the site without written authority of the project Manager

A5.4. The normal working hours are between 07:30 and 16:00 Mondays to Fridays, if it is required to work outside of the stated working hours the contractor must obtain written permission at least 96 hours before work is to be done form the project manager.

A6. COMPLIANCE WITH STATUTES

A6.1 **Act 85**

The contractor shall comply with the Occupational Health and Safety Act, 1993(Act 85 of 1993

A6.2 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:

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- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)
- l) The national environmental Act (107 of 1980

A6.3 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.

A7. TO BE PROVIDED BY THE CONTRACTOR

A7.1 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.

A7.2 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 shall at all times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and preferably bear the name of the contractor's company. Should the contractor wish to use another colour this must first be cleared with the Technical Officer or his/her deputy.

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

A8. 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.

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A9. SITE BOOKS**All site books are to be provided by the contractor**

- A9.1 **A Site Instruction Book** shall be provided by the contractor, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- A9.2 **The site diary in triplicate 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.
- A9.3 This site diary shall serve as a daily record of all relevant information concerning prevailing weather conditions on site i.e. wind speed and rain. This shall also include the name and number of personnel on site, work that has been done and incidents that have occurred
- A9.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- A9.5 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

A10. INFORMATION TO BE PROVIDED WITH TENDER

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

- A10.1 Full description:
- Detailed work plan
 - Detailed equipment and teams /personnel to be used to execute the work
 - Precautions to be implemented to prevent damage to property,
 - PPE to be used
 - First Aid kit
 - Type of herbicide to be used
 - A detailed breakdown of the hours/days needed for switching where applicable.
 - Valid P.C.O registration
- A10.2 The Schedule of Quantities and Prices must be completed in full.
- A10.3 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A10.4 The Contractor shall not depart from the minimum procedures or material usage tendered, without approval from the Technical Officer.

18.1 A11. PENALTIES FOR LATE COMPLETION

Failing completion of the work within the periods as stipulated above or with any period offered by the contractor And accepted by Transnet, the contractor shall pay Transnet as a penalty the sum of R100.00 (one hundred Rand) for every day or part thereof during which the works remain incomplete

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A 12 GARANTEES

A12.1 The contractor shall provide the insurance for the following

- Public Liability ,
- No burning of any kind shall be allowed
- The contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution
- The contractor shall further ensure that no protected plant will be damaged or removed without a written site instruction from the project manager or his appointed deputy

A12.2 Retention money will not be deducted from payments.

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PROJECT SPECIFICATION

THE CUTTING, PRUNING AND TREATMENT OF LARGE OVERGROWN TREES WITH AN APPLICABLE HERBICIDE AND DYE MIXTURE BETWEEN EAST LONDON STATIONS AND OLIVE STATIONS

PART B

CONTENTS

B1. SCOPE

B2. PROGRAMME OF WORK

B3. PERFORMANCE MONITORING AND EVALUATION

B4. REMEDIAL WORK

B5. DAMAGE TO FAUNA AND FLORA AND TRANSNET ASSETS

B6. MEASUREMENT AND PAYMENT

B7. RECORD/MAP

B8. RISK ASSESSMENT

B9. ACCESS TO SITE

B10. GENERAL

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B1. SCOPE

- B1.1 The scope of the work consists of tree felling (cutting) and pruning of large overgrown trees within the Transnet rail reserve.
- B1.2 Selected species of large overgrown trees will be cut and stems treated with an applicable herbicide and dye mixture –subject to approval.
- B1.3 On trees that require pruning, this will be done from the most vertical stem/branch that extends towards the track.
- B1.4 Felled material shall be stacked clear from the track formation; cut off drains culverts table drains service roads and fences.
- B1.5 No fences will be damaged in the process of work.
- B1.6 All work will be done within train schedule /in between trains.**
- B1.7 Contractor will bear the costs regarding unproductive hours.**

- B1.8 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of functional rail reserve. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory performance.
- B1.9 Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done
- B1.10 ***The Contractor must conduct a site inspection before attempting to tender using his/her own transport over the work area. He/she must also determine the best method to provide these services and this must be stated in the tenders documents.***

B1.11 TRANSNET WILL SUPPLY:

- Switching for the above project for the days requested by the contractor for each work lot, as mentioned in annexure A.
- **Minimum switching hours to be provided is 3 (three) hours per day.**
- No additional hours will be guaranteed per day.
- **Switching will be provided during weekdays only.**
- Although all reasonable steps will be taken to provide a fluent switching schedule, it will not be possible to alter the pre-determined schedule within 21 (twenty one) days.

N.B Annexure A to be completed and handed in with the RFQ to indicate the hours / number of days required by respondent for switching

B2. PROGRAMME OF WORK

- B2.1 The Contractor shall undertake the planning and programming of the entire Tree felling operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender.
- B2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards required in terms of the contract,

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B2.3 In addition to the initial programme provided for in terms of B2.1. 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.

B3. PERFORMANCE MONITORING AND EVALUATION

B3.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful results achieved over areas completed. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.

B3.2 The Technical Officer shall at any time during the programme periods carry out inspections of the Contractor's performance methods and procedures.

B3.3 The Technical Officer will during the tree felling programme carry out **one** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

B.3.4 The final inspection will be carried out after completion of the Contractor's programme and after he/she has notified the Technical Officer that he/she has inspected the work, this must be done in writing. This inspection may be brought forward.

B4. REMEDIAL WORK

B4.1 The Contractor shall carry out remedial work to all work lots where the standard of workmanship has not been achieved, prior to payments taking place.

B5. DAMAGE TO FAUNA AND FLORA AND TRANSNET ASSETS

B5.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the work area.

B5.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

B5.3 No dumping or polluting of any kind will not be permitted.

B5.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

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- B5.5 Damage to Transnet assets by the contractor, such as to boundary fences, shall be repaired by the contractor on a daily basis as and when damage took place.

B6. MEASUREMENT AND PAYMENT

- B6.1 No payment will be made where the standards achieved does not meet the standards specified.

B7 RECORD /MAP

- B7.1 See attachment ANNEXTURE A for the work lots with the relevant mast poles

B8 RISK ASSESSMENT

- B8.1 Employees of contractor to wear safety vest at all times on the site
- B8.2 Employees of contractor to wear safety foot protection on the site
- B8.3 Employees of contractor to wear eye and ear protection when working with weed cutters/brush cutters and chain saws
- B8.4 No fires are allowed on site

B9 ACCESS TO SITE

- B9.1 The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way.
- B9.2 It is the contractors responsibility to get permission from farmers to access their property should there be a need

B10 GENERAL

- B10.1 The work lots are used as a sketch plan and not up to scale.
- B10.2 It is the tender's responsibility to check all quantities and measurements before tendering.
- B10.3 The contractor will only receive pay for actual work done; this will be confirmed and checked by the technical officer within three weeks after completion of that specific cut

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Section 5
CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION

It is hereby certified that -

1.

2.

Representative(s) of
(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on2013.

.....
TRANSNET'S REPRESENTATIVE

DATE.....

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

Respondent's Signature

Date & Company Stamp

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ANNEXURE A

TREE FELLING & PRUNING WORK LOTS – OLIVE TO EAST LONDON STATIONS

Refer Form attached hereto. (Compulsory)

ANNEXURE B

GENERAL TENDER CONDITIONS – SERVICES

Refer Form CSS5 attached hereto.

ANNEXURE C

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

Refer Form E7/1 attached hereto.

ANNEXURE D

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY
ACT; ACT 85 OF 1993 AND REGULATIONS**

Refer Form Safety Arrangements attached hereto.

ANNEXURE E

RFQ DECLARATION FORM

Refer Form attached hereto. (Compulsory)

Respondent's Signature

Date & Company Stamp