



TFR, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BEE/53174

FOR THE PROVISION OF: Of-Track vegetation control at specific locations south of Wellington in the area controlled by the Depot Engineer Bellville

ISSUE DATE: 8 September 2014

CLOSING DATE: 23 September

CLOSING TIME: 10h00

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: Courier or hand delivered.
CLOSING VENUE: SEE BELOW FOR CLOSING VENUE

Proposals must reach the Secretariat, 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:

RFQ No: BLE/53174

Description **Of-Track vegetation control at specific locations south of Wellington in the area controlled by the Depot Engineer Bellville**

Closing date and time: 23 September 2014 AT 10H00 Sharp

Closing address [Refer to options in Delivery Instructions for RFQ below]

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the main entrance of Transnet Park, ROBERT SOBUKWE Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
ROBERT SOBUKWE ROAD
BELLVILLE 7533

The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no 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 above.

Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
6TH FLOOR
TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE

Please note that this RFQ closes punctually at **10:00 on Tuesday 23 September 2014.**

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. 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.
5. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

A. FORMAL BRIEFING DANIE BARNARD HALL, BELLVILLE

- i. A compulsory RFQ Tender Briefing / Site Meeting will be conducted at **Transnet Freight Rail, Danie Barnard Hall, of Caledon West Street, Bellville** on **17 September 2014** at **09h00**.
- ii. **Respondents failing to attend the compulsory RFQ briefing will be disqualified.**

The site meeting will start PUNCTUALLY at 09h00 and information will not be repeated for late comers.

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 systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above 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. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below 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 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

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

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Doepie du Preez Email: Doepie.dupreez@transnet.net

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

Telephone 021 940-3846 Email: Carol.swan@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.

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 shortlisted 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:

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	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> • The Location of the contractors business premises • A Full program for grass cutting, tree trimming and refuse removal
Final weighted evaluation based on 80/20 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.

15 Validity Period

Transnet desires a validity period of 60 [sixty] 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 **mandatory Returnable Documents**, as detailed below.

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

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:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
The Location of the contractors business premises	
A Full program for grass cutting, tree trimming and refuse removal	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below. *Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.*

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] 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 	
<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] 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 being allocated for preference 	
<ul style="list-style-type: none"> - 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 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
<ul style="list-style-type: none"> - SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Services to Transnet 	
SECTION 4 : 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] 	
<ul style="list-style-type: none"> - Signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures 	
A List of Equipment to be used by the contractor	
ANNEXURE A – B-BBEE Preference Points Claim Form	
A full description of the types and number of <u>plant and equipment</u> to be used by the Contractor for all aspects of the work required to ensure performance as specified.	
An assessment, based on a proper site investigation of the nature, <u>volume</u> and types of vegetation to be controlled in the contract area,	
The appropriate work methods and procedures to be implemented to achieve the standards of vegetation control in the <u>time frames</u> as required in terms of the contract,	

- c) In addition to the requirements of paragraph a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

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 [Section 3 hereof]; 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.

- 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.

Price Schedule

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

 Respondent's Signature

 Date & Company Stamp

TRANSNET



freight rail

TENDER/CONTRACT NO. BLE / C / TS 2014-15 / 01

GRASS CUTTING, TREE TRIMMING AND REFUSE REMOVAL WITHIN TRANSNET FREIGHT RAIL RIGHT OF WAY AT SPECIFIC LOCATIONS SOUTH OF WELLINGTON, WITHIN THE AREA CONTROLLED BY THE DEPOT ENGINEER BELLVILLE

PART C – SCHEDULE OF QUANTITIES AND PRICES

1

DESCRIPTION	QUANTITY	RATE/ LOT	TOTAL AMOUNT
Vegetation Control and cleaning – 1 st	147 Lots	R	R
Vegetation Control and cleaning – 2 nd	147 Lots	R	R
Vegetation Control and cleaning – 3 rd	147 Lots	R	R
Vegetation Control and cleaning – 4 th	147 Lots	R	R
Vegetation Control and cleaning – 5 th	147 Lots	R	R
Vegetation Control and cleaning – 6 th	147 Lots	R	R
TOTAL (VAT Excl)			R

Price in words

(Excluding VAT)

In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

Contractors Details (Stamp)

Respondent's Signature

Date & Company Stamp

Section 3

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

A Supplier/Service Provider 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 [the Goods] or services [the Services] specified in the Order from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider 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

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider 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/Service Provider warrants that the Goods/Services 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/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider 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/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's/Service Provider'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/Service Provider, 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 Goods/Services or any written material provided to Transnet relating to any Goods/Services 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 or any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and holds 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/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

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

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

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider 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/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

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

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider 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/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider 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/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider 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/Service Provider's employees. The Supplier/Service Provider 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.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Services 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/Service Provider 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.

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, 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 to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

Respondent's contact person: *[Please complete]*

Name :	
Designation :	
Telephone :	
Cell Phone :	
Facsimile :	
Email :	
Website :	

"PREVIEW COPY ONLY"

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

Respondent's Signature

Date & Company Stamp

Section 4
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]

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						

Respondent's Signature

Date & Company Stamp

			Code
Physical Address			Code
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
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 IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/Consulting]			

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled black ownership	% Youth ownership
Does your entity have a B-BBEE certificate		Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]			
How many personnel does the entity employ		Permanent	Part time

If you are an existing vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

Section 5:

CERTIFICATE OF ATTENDANCE OF SITE BRIEFING – RFQ BLE/53174

It is hereby certified that –

1. _____

2. _____

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

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

_____ 20____

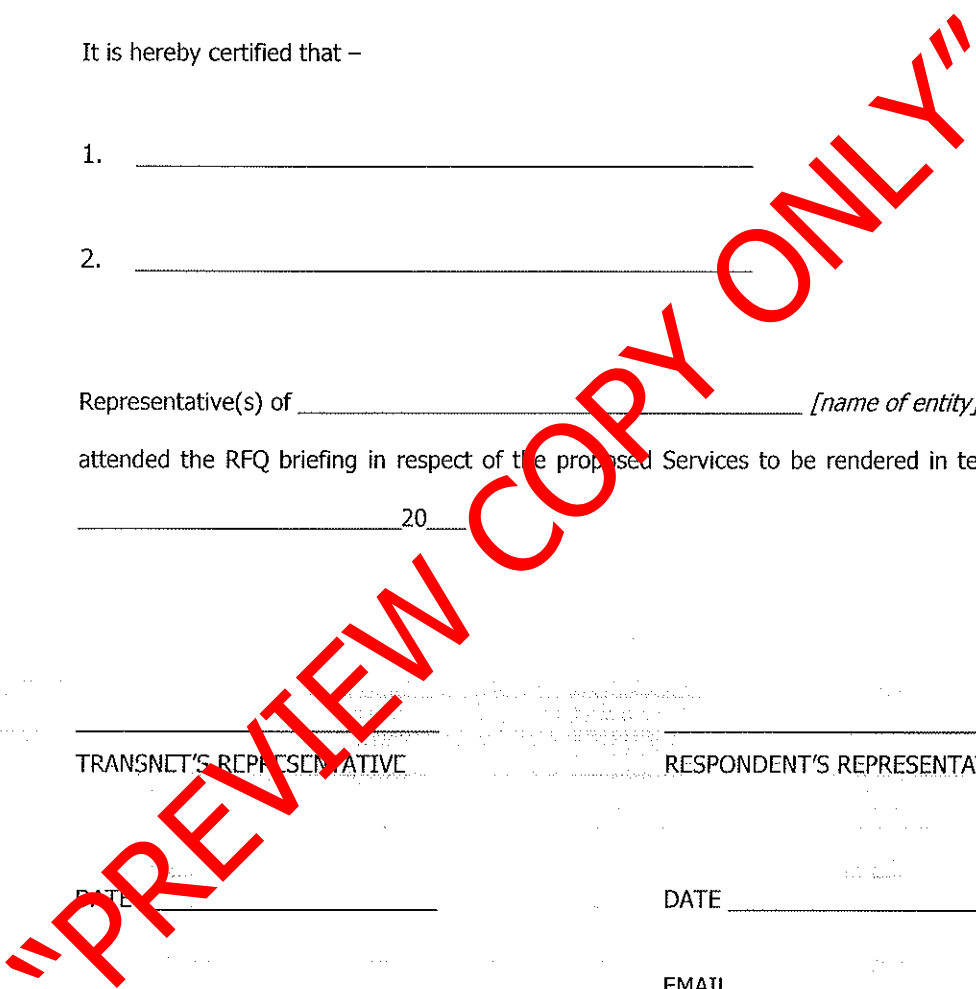
TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE

DATE

EMAIL



**SPECIAL CONDITIONS OF CONTRACT AND PROJECT
SPECIFICATION**

"PREVIEW COPY ONLY"

PART A – SPECIAL CONDITIONS

19.1 PART B – PROJECT SPECIFICATION

PART C – SCHEDULE OF QUANTITIES AND PRICES

PART D – DIAGRAM – V D GRAAF CRESCENT

TENDER/CONTRACT NO. BLE/53174**GRASS CUTTING, TREE TRIMMING AND REFUSE REMOVAL WITHIN TRANSNET
FREIGHT RAIL RIGHT OF WAY AT SPECIFIC LOCATIONS SOUTH OF WELLINGTON,
WITHIN THE AREA CONTROLLED BY THE DEPOT ENGINEER BELLVILLE****(i) PART A - SPECIAL CONDITIONS OF CONTRACT****19.2 A1 SCOPE OF WORK**

This contract covers the cutting of grass, trimming of trees and the removal of refuse within the rail reserve on either side of the railway line where required, from fence to fence, along the **Worcester to Cape Town Railway line and the Windermere to Atlantis Railway line** in the geographical area controlled by the Depot Engineer, Bellville.

19.3 A2 SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has the capacity to deliver the works in its entirety. Of importance is the ability to cover the entire area in one month each time every second month, six times over a 12 month period.

A2.2 The Certificate of Attendance of the Briefing Session – Section 5– signed by the Technical Officer or the Deputy (compulsory) must be submitted with the tender. The attendance of this briefing session is compulsory. The submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of the vegetation to be controlled and all aspects that will and/or may affect such control, and refuse removal and costs thereof.

A3 DURATION OF CONTRACT

This contract will commence within seven working days of the date of the notification of acceptance of tender with Transnet Freight Rail and completion of the works shall be 12 months later with specific completion dates as specified per section of work

A4 COMPLIANCE WITH STATUTES

A4.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;

- 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 compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- j) The Occupational Health and Safety Act (Act 85 of 1993)
- k) The National Veld and Forest fire Act (Act 101 of 1998)

A5 MAINTENANCE PERIOD

All work must be maintained to the specified standard from the date of the specified completion of that work for the first time until the contract ends.

A6 RETENTION MONEY

All payments will be retained for all individual sections not completed on time. Once completed, all delay charges will be deducted first before any payments for any individual completed sections will be made.

19.4 A7 PENALTIES FOR LATE COMPLETION

A penalty of R200 per day will be levied per individual incomplete section for late completion on any and all incomplete individual sections as specified.

A8 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

NIL

A9 TO BE PROVIDED BY THE CONTRACTOR

A9.1 In addition to all labour, water, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for the contractor's employees. No accommodation shall be erected or utilised on Transnet Freight Rail property. The contractor shall make available, on a daily basis, transport for his staff to and from the working site.

A9.2 The Contractor shall provide safe and secure storage facilities for all fuels, chemicals, plant 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 and equipment. Such storage facilities shall not be on Transnet Freight Rail property.

The Contractor shall provide at own cost any security measures deemed necessary for safe and effective execution of the work within the contract area.

A9.3 The contractor shall ensure that all of the contractor's staff all wear the correct personal protective equipment and in particular personnel working with brush cutters or similar are attired in helmet with visor, gloves, long pants, and safety boots.

A9.4 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic in both directions. These employees 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 personnel of the contractor shall at all time during grass cutting operations wear reflective safety jackets. These reflective jackets must either be yellow or light blue. They should 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 the appointed deputy.

Contractor's staff working on the site may not wear any form of visible red or green outer garments.

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

A10 SCHEDULE OF QUANTITIES AND PRICES

A10.1 The quantities in the Schedule of Prices located at (Section 2) (Service Fees and Costs) are estimated and may be more or less than stated. The Tenderer shall submit with this tender a complete and detailed priced Schedule for the Works (prepared in black ink)

A10.2 The Tenderer shall price each item. If the Tenderer 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 (Section 2) are for identification purposes only. The Special Conditions of Contract and Project Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they 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 Prices (Section 2).

A11 VALUE ADDED TAX

Pricing must always exclude Value-added Tax.

A12 SITE MEETINGS

A12.1 The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or the deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

A12.2 An inaugural site meeting, under the chairmanship of the Technical Officer, will be held at the initial work site. The attendance of this meeting is compulsory by the Contractor and ALL of his staff who will be working on the site. During this meeting, the Contractor and his staff will receive instruction from a Transnet Safety Officer or Representative regarding:-

- i. the specific hazards, safety, health and environment rules for Transnet Freight Rail premises and
- ii. on-site instructions regarding Risk Assessment, action plans to mitigate risks, introduction to key personnel and substance abuse testing

A12.3 If for any reason the Contractor changes his staff during the term of the contract, the new staff, before they enter on to the worksite, MUST undergo an induction session conducted by a Transnet Safety Officer or Representative.

A13 SITE BOOKS

- A13.1 The Contractor shall provide a site instruction book and a daily diary (both in triplicate) at the site as directed by the Technical Officer for the duration of the contract.
- A13.2 The site instruction book shall only be used by the Technical Officer or the deputy and will be used for the issuing of instructions to the Contractor and for the performing of calculations when necessary.
- A13.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical Officer or the deputy.
- A13.4 Upon the completion of the contract, both books are to be handed to the Technical Officer and both become the property of Transnet Freight Rail.
- A13.5 A safety file with prescribed minimum aspects must be kept on site and maintained on a daily basis and must be available for inspection by any Transnet, legal or Labour department authority

INFORMATION TO BE PROVIDED WITH TENDER

- A14.1 A full description of the types and number of plant and equipment to be used by the Contractor for all aspects of the work required to ensure performance as specified.
- A14.2 A full description of where the contractor is based relative to the works area.
- A14.3 A work programme. The particulars to be provided in respect of the Contractor's work programme shall include but not be limited to the following:
- A14.3.1 An assessment, based on a proper site investigation of the nature, volume and types of vegetation to be controlled in the contract area,
- A14.3.2 The appropriate work methods and procedures to be implemented to achieve the standards of vegetation control in the time frames as required in terms of the contract,
- A14.4 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- ascertaining factors that could influence the work;
 - monitoring the standard of vegetation control, maintenance and rubbish removal achieved;
 - identifying any damage or hazards which may have been caused by the vegetation control and works operation, and
 - planning of timeous execution of remedial work where control or specified standard is not being achieved.

- A14.5 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.
- A14.6 Proof of attendance of the briefing session on the enclosed Site Inspection Certificate.
- A14.7 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A14.9 The contractor must indicate whether any intention to use sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer.
- A14.10 An appropriate health, safety and environmental plan and risk analysis must be submitted with the tender document. A Health and Safety file must be kept on site at all times and a copy of the index to this file must also be submitted with the tender document.
- A14.11 All items to be submitted in section A14 will serve as selection criteria

A15 DAMAGE TO FAUNA AND FLORA

- A15.1 The Contractor shall ensure that the employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be controlled (sprayed).
- The Contractor shall take the presence of drainage works into account and shall ensure that no water-borne movement of cuttings is possible.
- A15.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crop 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.
- A15.3 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 fuels, chemicals and pollutants.
- The Contractor shall institute and maintain procedures for the safe disposal of all fuels, chemicals and residual materials originating from the execution of the works.
- Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- A15.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute the work with the utmost care and responsibility.
- A15.5 **Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.**

A16 DAMAGE TO ADJOINING PROPERTY

The Contractor shall ensure that no damage occurs to adjoining property. All necessary precautions shall be taken to ensure that the cuttings, rubbish and branches, etc. being removed from the trees and the work area as the work progresses, do not damage any structure, equipment, persons or other items on any adjoining property.

The Contractor shall where necessary, negotiate with the property owner(s) for permission to work on their land for the purpose of carrying out the work.

The Contractor shall ensure that his employees do not abuse any permissions granted by adjoining property owners allowing them on to their property for the execution of the work.

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

TENDER/CONTRACT NO. BLE/53174**GRASS CUTTING, TREE TRIMMING AND REFUSE REMOVAL WITHIN TRANSNET FREIGHT RAIL RIGHT OF WAY AT SPECIFIC LOCATIONS SOUTH OF WELLINGTON, WITHIN THE AREA CONTROLLED BY THE DEPOT ENGINEER BELLVILLE****PART B – PROJECT SPECIFICATION****19.5 B1 SCOPE OF WORK**

B1.1 This contract covers the cutting of, trimming of trees and removal of refuse within the rail reserve on either side of the railway line where required, from fence to fence, along the **Worcester to Cape Town Railway line and the Windermere to Atlantis railway line** in the geographical area controlled by the Depot Engineer, Bellville.

This is an area of some 147 Lots over a distance of 36.6 Km

B1.2 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 30/03/2011) thereto.

B1.3 **Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Technical Officer (or the deputy) prior to the start of the Contractor's program.**

B1.4 Certain protected plant species and desirable plants will have to be removed as described in clause B3 – Method of Control.

B1.5 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the cutting of grass, the trimming of trees and the removal of refuse as required in terms of the contract.

B1.6 The essence of the contract is that Transnet Freight Rail requires all specified grass areas to be cut, trees branches to be trimmed and all cuttings and identified refuse is to be removed from Transnet Freight Rail premises.

B1.7 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 are in accordance with the tender, the relevant legislation and are conducive to achieving the desired control. Such right of monitoring shall be entirely without prejudice to Transnet

Freight Rail and shall in no way relieve the Contractor of the responsibility for satisfactory performance in any area of the contract.

- B1.8 Failure to comply with the minimum performance proposed by the Contractor in the tender may form the basis for non-payment for work done, pending the achievement of control or specified standard as defined, and/or termination or cancellation of the contract.

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 the contractors own information regarding the grass to be cut, the volume, species, occurrence and extent of work area, trees to be trimmed and the extent of the refuse to be removed in order to comply with the required standards.

B2 WORK AREA

The area to be cleaned consists of strips along the railway line(s), as specified below or as stipulated by the Technical Officer or the deputy at Chempet, between Paarden Eiland and Eikenfontein and between Muldersvlei and Wellington stations along the Cape Mainline

The work area is as set out on the accompanying diagram for the v d Graaf Circle at Chempet, and the Km points specified below and include the entire reserve from fence to fence at

- 1 Chempet, from the Windermere crossing at Km 9,724 to the N1 bridge work to 1m beyond the foot of the bank on each side.
From the N1 bridge to Km 10,412 work from fence to fence **(3,6 Km @ 14,4 lots)**
- 2 From Chempet into the van der Graaf Crescent work from fence to fence **(1,2Km @ 4,8 lots)**
- 3 From Koeberg junction overhead bridge at Km 4,900 to Eikenfontein at Km 145 work from fence to fence on both sides. **(25,1 Km @ 100 lots)**
- 4 From Paarl Strawberry farm from Km 119 pole 5 to the N1 bridge at Km 117 pole 15 work only on the right hand side from Rail to fence **(1,5 Km @ 6 lots)**
- 5 From Paarl Km 116 pole 14 to the bridge and beyond to Huguenot Km 112,971 work from fence to fence **(3,7 Km @ 14,8 lots)**
- 6 From Mbekweni Km 104 pole 13 to Wellington Km 102 pole 19 work from fence to fence **(1,5 Km @ 6 lots)**

The area to be controlled extends from the boundary fence on the left hand side of the railway line to the boundary fence on the right hand side of the railway line along the entire length of each section as indicated above or on the diagrams unless directed otherwise by the Technical Officer or the deputy.

For the purpose of managing the grass cutting, tree trimming and refuse removal aspect of this contract, the area will be divided into lots, each lot being 500m long on each side of the line – thus 4 lots per kilometre, or part thereof, as indicated in the Schedule of Prices and Quantities.

B3 METHOD OF CONTROL

B3.1 VEGETATION

This contract is in six equal stages.

The entire section must be cut 6 times every 2nd month for 12 months and must not take longer than 1 month (4 weeks) to cut each time.

B3.1.1 Control of each stage is achieved when;
(Within 4 weeks of the contract start the first cut of all entire section and removal of cuttings must be complete)

- All grass from fence to fence except where stipulated otherwise, is cut to below 100mm and all cuttings are removed from TFR premises
- All desirable trees have their branches that are between ground level and 3m above ground level trimmed back to the trunk of the tree
- All cut, dead or dry remains of any vegetation within the treated area are completely removed from Transnet property
- All refuse and rubbish in the reserve is removed completely from Transnet property

B3.1.2 Note the following:

- Throughout the whole area, work from fence to fence except where indicated that the average width of the Transnet reserve is to be maintained or whereas otherwise requested by the Technical Officer.

B3.2 The Contractor's methods and program shall provide for rapid and effective removal. Techniques, programming and methods employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.

B3.3 Any deviation from the method of work submitted as per clause A14.3 by the Contractor shall be subject to the approval of the Technical Officer.

B3.4 Where plant material outside of the work area is severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

B 4 WORK TIME

The work area is to be worked during the hours of 7:00 am and 5:00 pm Mondays to Fridays unless otherwise arranged with the Technical officer.

The Contractor must communicate daily with the TCO for the section when entering the premises and leaving the premises with details of his exact locations and work area. The contact details for this will be provided by the Technical Officer, Safety Official or Representative at the inaugural site meeting.

B 5 STANDARDS OF WORKMANSHIP

B5.1.1 Plant material, including woody plant material and reeds, must be alive but cut to below 100mm as specified.

B5.1.2 All cut, dead or dry remains of any vegetation within the treated area are completely removed from Transnet property.

B5.4 OVERALL CONTROL

B5.4.1 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;

$$\text{Overall Control} = \frac{(\text{WorkLots controlled} - \text{WorkLots rejected})}{\text{WorkLots controlled}} \times 100$$

B5.4.2 The minimum percentage of the total work that shall comply with the standard of control shall be 90%. This measurement will be applicable for each inspection carried out during the term of the contract.

B5.4.3 **Failure by the Contractor to achieve the standard of "Overall Control" shall enable the Project Manager to terminate the Contract.**

B5.5 Burning and hoeing ("skoffeling") will not be allowed as method of achieving control.

B 6 PERFORMANCE MONITORING, EVALUATION AND MEASUREMENT

B6.1 The Contractor shall undertake the planning and programming of the entire operation and shall submit a copy with the tender document and a copy to the Technical Officer for approval full particulars thereof within 1 week from the date of notification of acceptance of tender by Transnet Freight Rail.

B6.2 In addition to the initial program provided for in terms of clause B6.1 above, the Contractor shall submit weekly working programs to the Technical Officer, 3 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 program and/or deviating from it without notifying the Technical Officer, preventing the monitoring the Contractor's performance, may result in payment for such work being withheld.

B6.3 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. The contractor shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

B6.4 The Technical Officer or the deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures. The Technical Officer may order the Contractor to re-do entire sections where the standard has not been achieved.

B6.5 The Technical Officer or the deputy shall, during the contract period, carry out **six official** inspections of the work for the purpose of measuring progress and evaluating whether the standard, as defined, has been achieved.

B6.5.1 **The first inspection will take place four weeks after the commencement** of the contract by which time all grass will be cut, the trees trimmed and all cuttings and all refuse will be removed. Areas of noncompliance for payment purposes will then incur penalty costs at R200 per day regardless of how large an area is noncompliant and this will continue until the whole section is complete. No payment will occur until the whole section is complete and the payment will be for the tendered rate minus the total penalty amount.

B6.5.2 **The second inspection will take place eight weeks after the first inspection** and at which time the entire area should be complete for the second time and comply with the standard. Should there be any outstanding work at this time; the delay penalty will again be applied.

- B6.5.3 The **third inspection will take eight weeks after the second inspection** and at which time the entire area should be complete for the third time and comply with the standard. Should there be any outstanding work at this time; the delay penalty will again be applied.
- B6.5.4 The **fourth inspection will take place eight weeks after the third inspection** and at which time the entire area should be complete for the fourth time and comply with the standard. Should there be any outstanding work at this time; the delay penalty will again be applied.
- B6.5.5 The **fifth inspection will take place eight weeks after the fourth inspection** and at which time the entire area should be complete for the fifth time and comply with the standard. Should there be any outstanding work at this time; the delay penalty will again be applied.
- B6.5.6 The **six and final inspection will take place directly after the final cut** and at which time the entire area should be complete for the sixth and final time and comply with the standard. Should there be any outstanding work at this time; the work not completed will not be paid for.
- B6.5.7 During each of these inspections the area addressed will be measured and evaluated. Any area, measured, which does not comply with the specified standard, will be recorded as rejected work.
- B6.6 The rejection of work that does not comply with the standard will be final. No payment will be made for rejected work.
- The Contractor may contest the rejection by the Technical Officer or his/her deputy **only** at the time and place of rejection.
- The rejection of work at any 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.
- B6.7 In the case where the Technical Officer or the deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a "disputed work". The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures.
- B6.8 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of the intention to do so. Should the Project Manager decide to forego any inspection, it would thereby indicate that the Project Manager is satisfied with the standard of workmanship required for that specific inspection only. The Project Manager would then make full payment to the Contractor to the value associated with that inspection.
- The fact that the Project Manager may decide to forego any inspection at with discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Contractor for that inspection.

B 7 REMEDIAL WORK

- B7.1 The Contractor shall carry out remedial work to all work where control has not been achieved. Such remedial work shall include the removal of cut, dry or dead growth or rubbish from the controlled work area.
- B7.2 The Technical Officer may, at any time order the Contractor to carry out remedial action, to commence within 2 working days 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 approval. Failing to commence with remedial work the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

B 8 PAYMENT

- B8.1 Payment will be made on completion of the work, based on the number of work lots successfully cleaned as instructed by the Technical Officer and from which the Contractor successfully removed the vegetation and rubbish, and achieved the required standard
- B8.2 No payment will be made for rejected work where control achieved does not meet the standards specified.
- B8.3 Payment for the work completed will be made upon receipt of an invoice from the Contractor, in six stages, on a monthly basis and within 60 days of receipt of the invoice.
- B8.3.1 The first payment will follow the first inspection and will be for all work successfully performed and at the rate tendered for such work minus any rejected work at that point and any delay costs for work scheduled but not completed on time at that point
- B8.3.2 The second payment follow the second inspection and will be for all work successfully performed and at the rate tendered for such work minus any rejected work and any delay costs for work scheduled but not completed on time at that point
- B8.3.3 The third payment follow the third inspection and will be for all work successfully performed and at the rate tendered for such work minus any rejected work and any delay costs for work scheduled but not completed on time at that point
- B8.3.4 The fourth payment follow the fourth inspection and will be for all work successfully performed and at the rate tendered for such work minus any rejected work and any delay costs for work scheduled but not completed on time at that point
- B8.3.5 The fifth payment will follow the fifth inspection and will be for all work successfully performed and at the rate tendered for such work minus any rejected work and any delay costs for work scheduled but not completed on time at that point
- B8.3.6 The sixth and last payment will follow the sixth inspection and will be for all work successfully performed and at the rate tendered for such work minus any rejected work scheduled but not completed on time at that point
- B8.4 The rates and prices tendered in the Schedule of Prices are composite and shall be fully inclusive of all the Contractors 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.

RFQ / TENDER

Tender No: MCA1289



Vendor No: 72063944

RAYCAPE
RAYCAPE CC
P.O. Box 28157
MILNERTON
7406

Purchaser : Merinda Alberts
Telephone : 021 940 3824
Fax Number: 021 940 3883

Please quote reference:
A05/6000606832

Closing Date : 08.09.2014
Validity Date : 08.11.2014
RFQ No : 6000606832

ATTN: MARTIN
FAX: 021 552 6996

Item	Qty	Material	Description	Unit
00010	30	57102016	Heatshrink Sleeve Zip 75/15	612-00 Each

Delivery Date: 15.09.2014

FULL DETAILS OF DESCRIPTION

Deliver to:
SERVICE DELIVERY MANAGER
TRANSNET FREIGHT RAIL SCS
BELLVILLE
160172
CALEDON WEST STREET, BELLVILLE
BELLVILLE

PREVIEW COPY ONLY

RATCHEM PRODUCT

- 20 UNITS EX-STOCK. DELIVERY TIME
1-2 WORKING DAYS AFTER RECEIPT
OFFICIAL PURCHASE ORDER, SUBJECT
TO PRIOR SALE.
DELIVERY TIME FOR THE BALANCE
APPROXIMATELY 10-12 WEEKS.

DATE: 05-09-2014

SIGNATURE OF TENDERER(S):

CONTACT PERSON: MARTIN TEL No: 021 552 5880/3