



TRANSNET FREIGHT RAIL a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ]

RFQ NUMBER CRAC- HGR-9829

CONTROL OF VEGITATION IN VARIOUS SUB STATIONS FOR A PERIOD OF TWO MONTH

ISSUE DATE: 22 JANUARY 2013

BRIEFING SESSION: 28 JANUARY 2013
@ NO. 1 VILJOEN STREET, TRANSENT BUILDING,
HEIDELBERG.

TIME: 10:00

CLOSING DATE: 14 FEBRUARY 2013

CLOSING TIME: 10:00

OPTION DATE: 16 MAY 2013

FOR DIRECTIONS / SITE CONTACT MATLALE PHAKWAGO
(016 340 7227 / 083 460 2207)



Section 1

REQUEST FOR QUOTATION [RFQ]

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CONTROL OF VEGITATION IN VARIOUS SUB STATIONS FOR A PERIOD OF TWO MONTH

NOTICE TO BIDDERS

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

METHOD: post and/or courier
CLOSING VENUE: courier and/or tender box at physical address

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" in accordance with the 10%/20% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 [as amended], to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

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

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

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

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- d) **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
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership



- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE

EME's should only provide documentary proof of annual turnover [i.e. audited financials] plus proof of Black ownership if Black ownership is greater than 50% [fifty per cent] or Black women ownership is greater than 30% [thirty per cent].

[Refer Section 4, Vendor Application Form, 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 enquiries** relating to the RFQ to the following Transnet employee:

Name: Elijah Manana

Email: Elijah.manana@transnet.net

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 22/01/2013 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING

VENUE : NO.: 1 VILJOEN STREET, TRANSENT BUIDING, HEIDELBURG.

Time : 10:00

Date : 28 JANUARY 2013

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE

A non-refundable tender fee of R150.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number RFQ CRAC-HGR-9829 and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

NOTE: This amount is not refundable.

For specific queries, please contact the TFR representative below.

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

Ms Prudence Nkabinde

Telephone 011 544 9486



Facsimile 011 774 9760
Email TAC.SECRETARIAT@transnet.net

4 Tax Clearance

The Respondent's valid Tax Clearance Certificate or letter of good standing from SARS must accompany the Quotation.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [for all companies with a turnover of more than R.1 million per annum].

6 Legal Compliance

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

7 Returnable Documents

Failure to return all returnable documents as indicated in paragraph 21 below and elsewhere in this RFQ document may lead to disqualification of a bid.

8 Changes to Quotations

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

9 Pricing

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

10 Prices Subject to Confirmation

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

11 Negotiations

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

12 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.

13 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; or
- make no award at all.

14 Respondent's

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ (CRAC- HGR-9829) to the above description and forwarded on or before (14-02-2013) the deadline date to the following addresses: TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

15 EVALUATION CRITERIA

16 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER, IF SO REQUIRED:

- Compliance with this RFQ - Completeness of response and returnable documents

Qualifying Criteria

- PCO and Operators certificate
- Capacity / Resources (Plant and MSD)

Commercial:

- Competitive pricing
- Reference/Previous performance record (Experience in the same project)
- Provide Health Safety (File) documentation in of Act 85 of 1993
- Execution Plan / Delivery schedule
-

B-BBEE status of company

- Provide BBBEE level Certification and Score Card

Further Recognition

- Business with >50% Black Ownership
- Business with >30% Black Woman Ownership
- Black Youth Involvement in Business

17 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ. It should be noted that Respondents may offer an earlier validity period, but Quotations may be rejected for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ [State alternative validity period/date].

- A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- Both sets of documents to be submitted to the address specified above.

**18 Banking Details**

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

19 Company Registration

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

20 Disclosure of Prices Quoted

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

YES NO

21 Returnable Documents

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

Section 1 – Notice to Bidders	Pages 2-6	✓
Section 2 – Quotation Form	Page 7-10	✓
Scope of Work and Specifications	Page 11-43	
Section 4 – Conditions of Contract, Form ST&C	Pages 45-49	✓
Proof of annual turnover [EMEs]	Section 1 clause 2	✓
Proof of Black ownership [Black-owned EMEs]	Section 1 clause 2	✓
Section 5 – Vendor Application Form	Pages 50-51	✓
Original cancelled cheque or bank verification of banking details		✓
Certified copies of IDs of shareholder/directors/members [as applicable]		✓
Certified copy of Certificate of Incorporation [CM29/CM9 name change]		✓
Certified copy of share certificates [CK1/CK2 if CC]		✓
Company letterhead		✓
Original current Tax Clearance Certificate		✓
Certified copy of VAT Registration Certificate		✓
Certified copy of Company Registration Certificate		✓
Valid current B-BBEE Accreditation Certificate [Large Enterprises and QSEs]		✓
Audited Financials for previous 3 years		✓



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

“PREVIEW COPY ONLY”



**Section 2
QUOTATION FORM**

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC-HGR-9829

CONTROL OF VEGETATION IN VARIOUS SUB STATIONS FOR A PERIOD OF TWO MONTH

REQUISITION FOR QUOTATION

MESSRS:

.....

SUPPLY CHAIN SERVICES
Contact
Elijah Manana
Tel: (011) 584-0606

Tel
 Fax:

ISSUE DATE 21/01/2013
CLOSING DATE 14/02/2013 (10h00)

Prices in South African currency, including all costs.

Direct to : Consignee

ITEM NO:	DESCRIPTION	Qty	Price per each	Total price
1	As per attached specification	1		
2	Total price for the project			
3	Prices must be V.A.T. exclusive			
4	Direct delivered to: Various Sub Stations			
5	Contact person: Matiale Phakwago (016 340 7227)			

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



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

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule above, 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 [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.

“PREVIEW COPY ONLY”



- COMPANY INFORMATION
- 8. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:
- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.
-

Service Description	For whom done	Period	Contact person and Telephone or Cell number

“PREVIEW COPY ONLY”



SECTION 3

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC-HGR-9829

CONTROL OF VEGETATION IN VARIOUS SUB STATIONS FOR A PERIOD OF TWO MONTH

SCOPE OF WORK

C1.2 CONTRACT DATA

The General Conditions of Contract are the NEC3 Engineering and Construction Contract (June 2005) (ECC3), copies of which may be obtained from the South African Institution of Civil Engineering (tel. 011-805 5947) or Engineering Contract Strategies (tel. 011 803-3008).

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Part One – Data Provided by the Employer

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

1 General

(a) The conditions of contract are the core clauses and the clauses for main Option B, dispute resolution Option W1 and secondary Options X1, X7, X13, and Z of the NEC3 Engineering and Construction Contract (June 2005) as amended June 2006.

(b) The Contractor's Offer and the Employer's Acceptance is In Part C1.1 Form of Offer and Acceptance.

(c) The works are:

The Management and control of vegetation and declared invader plants in Substations and Relayroom by means of chemical herbicides (or alternative approved methods) applied by portable approved equipment or method on Transnet property in the geographical area controlled by the Depot Engineer Heidelberg.

(d) The Employer is

Name Transnet Limited trading as Transnet Freight Rail
Address 49th Floor Carlton Centre
150 Commissioner Street
JOHANNESBURG
2000

The address of the Employers Finance Office is: To be advised

(e) The Project Manager is

Name Thabo sekati
Address Room 24
1 Viljoen street



Heidelberg

(f) The *Supervisor* is

Name **Mr Matlale Phakwago**

Address Room 3

1 Viljoen street

Heidelberg

1441

(g) The *Adjudicator* will be appointed if a dispute arises.

(h) The Works Information is in Part C3 - "Scope of Work".

(i) The Site Information is in Part C4 - "Site Information".

(j) The *boundaries of the site* are including the geographic area covering all Transnet Freight Rail railway lines falling within the jurisdiction and responsibility of the Infra Depot Engineer,[-] _____ Heidelberg.

(k) The *language of this contract* is English.

(l) The *law of the contract* is the law of the Republic of South Africa.

(m) The *period for reply* to a communication is 3 weeks.

(n) The *Adjudicator nominating body* is the Association of Arbitrators (Southern Africa).

(o) The *tribunal* is Arbitration.

(p) The following matters will be included in the Risk Register

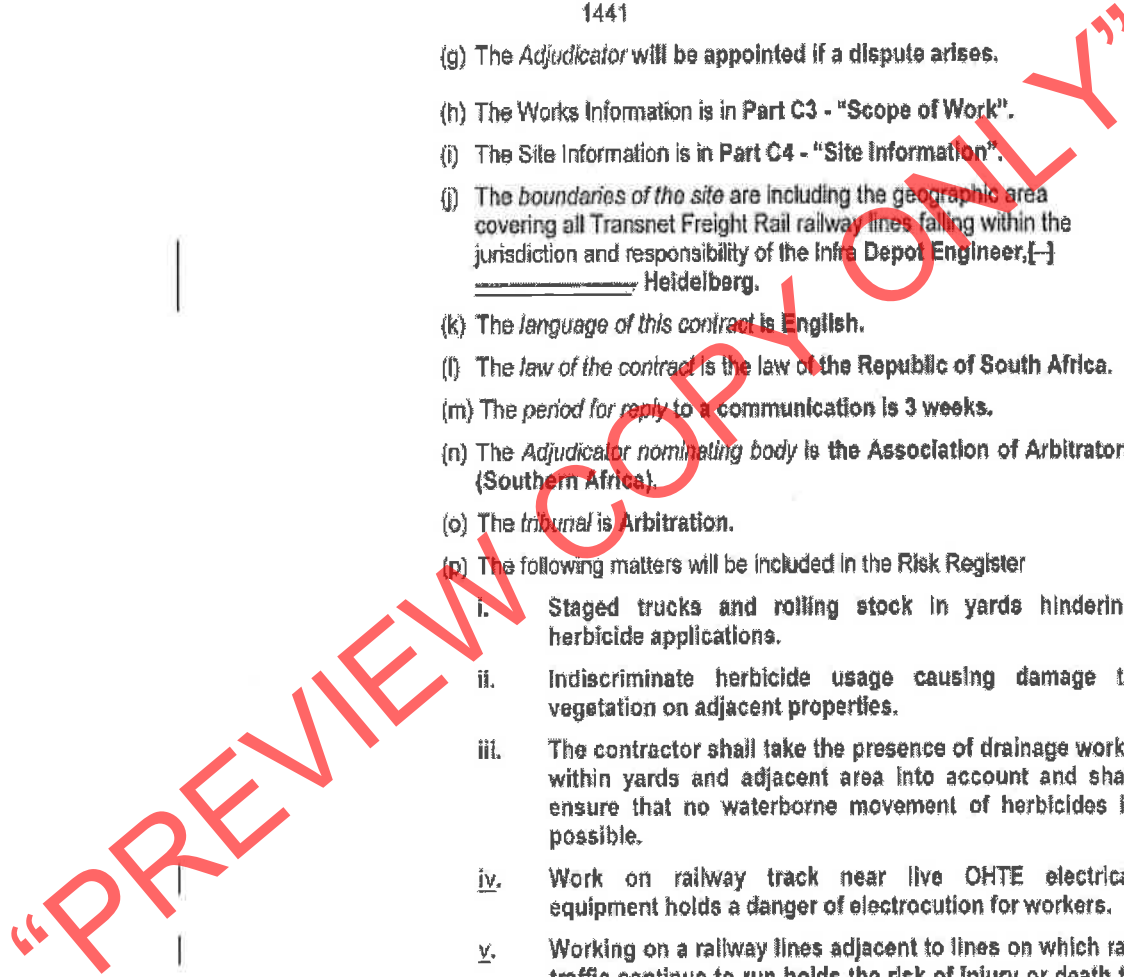
- i. Staged trucks and rolling stock in yards hindering herbicide applications.
- ii. Indiscriminate herbicide usage causing damage to vegetation on adjacent properties.
- iii. The contractor shall take the presence of drainage works within yards and adjacent area into account and shall ensure that no waterborne movement of herbicides is possible.
- iv. Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.
- v. Working on a railway lines adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.
- vi. Dry vegetation at or near most worksites is a fire hazard.

(a) The *starting date* is the contract date.

(b) The *access dates* are

Part of the Site	Date	Duration of the contract period
1. Substations and / or areas as listed		in the Bill of Quantities

3 Time





- (c) The *Contractor* submits revised programmes at intervals no longer than **7 (seven) days**.
- 4 Testing and Defects (a) The *defects date* is **0 months** after completion of the whole of the *works*.
- 5 Payment (a) The *currency of this contract* is the **South African Rand (ZAR)**.
- (b) The *assessment interval* is stipulated in **"Pricing Instructions"**.
- (c) The *interest rate* is **two percent per annum** above the prime lending rate of the **Standard Bank of South Africa Limited** as determined from **time to time**.
- 6 Compensation events
- (a) The place where weather is to be recorded is **at each site**.
- (b) The *weather measurements* to be recorded for each calendar month are
- (i) the cumulative rainfall (mm)
 - (ii) the number of days with rainfall more than 10mm
 - (iii) the number of days temperature below zero
 - (iv) the number of days snow lying on the ground at 09h00.
- (c) The *weather measurements* are supplied by the **SA Weather Service**.
- (d) The *weather data* are the records of past *weather measurements* for each calendar month which were recorded by an **official weather station nearest to each site** and which are available from **SA Weather Service**.
- (e) Where no recorded data are available
- N/A**
- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are
- N/A**
- 7 Title **N/A**
- 8 Risks and insurance
- (a) The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is **whatever the Contractor deems desirable in addition to that provided by the Employer**.
- (b) The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the



course of their employment in connection with this contract for any one event is that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

Optional statements

(a) If the tribunal is arbitration the arbitration procedure is:

- The Rules for the conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the Parties, and failing agreement to be appointed by the Association of Arbitrators.
- The place where arbitration is to be held is: [Johannesburg]
- The person or organisation who will choose an Arbitrator if the Parties cannot agree a choice is The Chairman of the Association of Arbitrators (Southern Africa).

(b) If the *Employer* has decided the completion date for the whole of the works

The completion date for the whole of the works is the period stated in the Scope of Work, after the starting date.

(c) The *Employer* is not willing to take over the works before the Completion Date,

(d) If no programme is identified in part two of the Contract Data

The *Contractor* is to submit a first programme for acceptance within 2 weeks of the Contract Date.

(e) If the *Employer* has identified work, which is to meet a stated condition by a key date.

The key dates and conditions to be met are:

Not applicable

All work to be completed is as stated in the Scope of Works by the *Contractor*.

(f) If the period in which payments are made is not three weeks and Y(UK) is not used

The period within which payments are made is 30 days within receipt of the VAT invoice, based on the progress payment certificate prepared by the Project Manager.

(g) If there are additional compensation events

These are additional compensation events

1 Any change to the Works Information.

2

3

4

(h) If there are additional *Employer's* risks



These are additional *Employer's* risks

- 1 Non performance on part of contractor
- 2 Slow progress
- 3
- 4

(i) If the *Employer* is to provide any of the insurances stated in the Insurance Table

The *Employer* provides these insurances from the Insurance Table

1. Insurance against loss of or damage to the works, Plant and Materials is as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

2. Insurance against loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

3. Insurance against loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

(j) If additional insurances are to be provided

The *Employer* provides these additional insurances



1. Contract Works SASRIA insurance subject to the terms exceptions and conditions of the SASRIA coupon policy.
Cover/indemnity is to the extent provided by the SASRIA coupon policy.

The deductibles are in respect of each and every theft claim 0,1% of Contract Value subject to a minimum of R2,500.00 and a maximum of R25,000.00.

The Contractor provides these additional insurances

- 1 Where the Contract requires that design of any part of the works shall be provided by the Contractor, he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected.
- 2 Where the Contract involves manufacture, and/or fabrication of Plant and Materials, components or other goods to be incorporated into the works, at premises other than the site, the Contractor shall satisfy the Employer that such Plant and Materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication.
- 3 Should the Employer have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor.
4. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurer in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

If Option A is used

All Option B Clauses apply with the following amplification:-

- (a) The method of measurement is as indicated in the measurement clauses of SANS 1200.
- (b) The last sentence of Clause 63.13 of Option B states:-
"The Employer and the Contractor agree, rates and lump sums to be used to assess a compensation event instead of Defined Cost".
- (c) When agreed rates and lump sums are used, Compensation Events are assessed as follows:-
 - (i) Where in the opinion of the Project Manager work is of a similar character and executed under similar conditions to work priced in the Bill of Quantities, it is to be valued at such rates and prices



(including General Items) contained therein as may be applicable;
or

- (ii) Where work is not of a similar character or is not executed under similar conditions, the rates and prices in the Bill of Quantities are to be used as the basis for valuation as far as may be reasonable; or
- (iii) Where work cannot reasonably be valued in accordance with Clauses (c)(i) and (c)(ii) above, suitable rates or prices are agreed upon between the *Project Manager* and the *Contractor* after due consultation by the *Project Manager* with the *Employer* and the *Contractor*; or
- (iv) In respect of additional or substituted work, the *Project Manager* may, if in his opinion it is necessary or desirable, issue an instruction that the work be executed in some other appropriate manner.
- (v) If the parties cannot agree, the *Project Manager* notifies the *Contractor* accordingly and makes his own assessment.

If Option X1 is used the following Price Adjustment for Inflation will apply

(i) A contract price adjustment factor to be determined in accordance with the formula described in 2.1.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to six decimal places.

(ii) The contract price adjustment factor shall be -

$$(1 - x) \left(0.20 \frac{L_t}{L_o} + 0.05 \frac{P_t}{P_o} + 0.70 \frac{M_t}{M_o} + 0.05 \frac{D_t}{D_o} - 1 \right)$$

where $x = 0,16$ and

L_o , P_o , M_o and D_o are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

L_t , P_t , M_t and D_t are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

(iii) The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

- o L_o and L_t shall be the labour indices for Metropolitan Areas (P0141.1 Table 7.1).



- o P_o and P_t shall be the average of the price indices of Non-Electrical Machinery multiplied by an equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 Item 2.16 and 2.21 respectively).
- o M_o and M_t shall be the price indices of Chemical and Chemical herbicides used in table 10 of the P0142.1 item 2.11 Basic Chemicals
- o D_o and D_t shall be the price indices of "Diesel Oil –Coast & Witwatersrand" (P0142.1 Table 16).

(iv) When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

(v) The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

(vi) Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

(vii) Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

(viii) The Price Adjustment Factor calculated at the completion of the works is used for calculating price adjustment after this date.

If Option X7 is used

Delay damages is a penalty in South African Law and the word penalty is to replace delayed damages throughout the Contract.

~~Each truck R12,00 per hour or part thereof – maximum of R130,00 per day.~~

- 1) If the Contractor delays any trains and Transnet Freight Rail (TFR) is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor of R10,000 per hour or part thereof for the period of delay, irrespective of the number of trains delayed.
- 2) ~~Penalty for Completion of the whole of the works after the~~



~~completion-date-is-R4,000-per-day~~ Penalties for late completion shall not apply to this contract.

If Option X13 is used

- (a) The amount of the Performance Bond is to be calculated as [10%] of the tender price (excluding VAT).
- (b) The Pro forma Performance Bond is in Part C1.3.

If Option X16 is used

(NA)

If Option Z is used

The additional Conditions of Contract are:-

Z1.1 Clause 11.2 (34) – Day

Day is a calendar day and where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, public holidays and the annual Christmas break from 16 December to 5 January (both days included) is excluded from the calculation of the number of days concerned.

Z1.2 Clause 26.1 – Intellectual property

Intellectual property rights (including patents, copyright, trade marks etc) rests with the party owning them and the Contractor indemnifies the Employer from any liability arising from infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2]

Z1.3 Clause 28.2 – Assignment & cession

Neither the Contractor nor the Employer may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

Z1.4 Clause 28.3 – Non-Waiver

No grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provision of the Contract.

Z1.5 Clause 28.4 – Limitation of the authority of the Project Manager

(i) The Project Manager is authorised to agree increases to the contract value to a maximum of R300, 000.00 or 10% of the contract amount (excluding VAT) whichever is the lesser amount without referring it to the management of the Employer.

If referral to management is necessary, a period of 8 weeks over and above any times allowed in the Contract is to be provided.



Part C3

Section 1

Scope of the works

1 DESCRIPTION OF THE WORKS**1.1 EMPLOYERS OBJECTIVE**

1.1.1 The essence of the contract is that Transnet Freight Rail requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks, in yards or other areas included in the contract.

1.1.2 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 herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

1.1.3 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, pending the achievement of control as defined and/or termination or cancellation of the contract.

1.1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

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

1.2 OVERVIEW OF THE WORKS

The contract covers the control of vegetation including declared weeds and declared invader plants, by means of chemical herbicides applied by portable and/or other approved equipment or method on Transnet property, to the extent that areas treated chemically or otherwise in terms of this contract are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

1.3 EXTENT OF THE WORKS

The scope of the works briefly consist of the following:

- The control of vegetation, including declared weeds and declared invader plants by means of chemical herbicides of mainly Substations as indicated in the Bill of Quantities.
- The execution of the works shall include any work arising from or incidental to the scope of works or required of the Contractor for the



proper completion of the contract in accordance with the true meaning and detail of the contract documents.

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

1.3.1 This contract covers the control of vegetation, including declared weeds and declared invader plants, by means of cutting and after chemical herbicides applied by portable and/or other approved equipment or method on Transnet property in the geographical area controlled by the Depot Engineer, Heidelberg, to the extent that area(s) treated chemically or otherwise in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the periods specified herein.

1.3.2 The extent of the work consists of mainly sub stations and other areas such as signals, steps etc as indicated in the Bill of Quantities and Prices.

1.3.3 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.

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

1.4 LOCATION OF THE WORKS

The location of the works is in the geographical area controlled by the Depot Engineer, Heidelberg.

1.5 DURATION OF CONTRACT

1.5.1 The work provides for the control of vegetation for a period of one year (02 months) commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

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Part C3

Section 4

General Maintenance Aspects

GENERAL MAINTENANCE ASPECTS

Work specifications

- **Standard Specifications.**
The following standard Specifications will be applicable to this contract:
 - o SANS 1200A – General
 - o SABS Code of Practices no D208-1983 "Safety procedures for the disposal of surplus pesticides and associated toxic waste."
- **Generic Specifications:**
The following Generic Specifications will be applicable to this contract:
 - o Transnet generic specifications.
E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
 - o E7/1 (July 1998): Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

Plant and Material

4.2.1 Any plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.

4.2.2 The Contractor shall provide written certification of compliance with specification of any materials (chemical) supplied by him / her.

Construction Equipment

All equipment necessary to execute the works shall be supplied by the contractor.

Existing Services

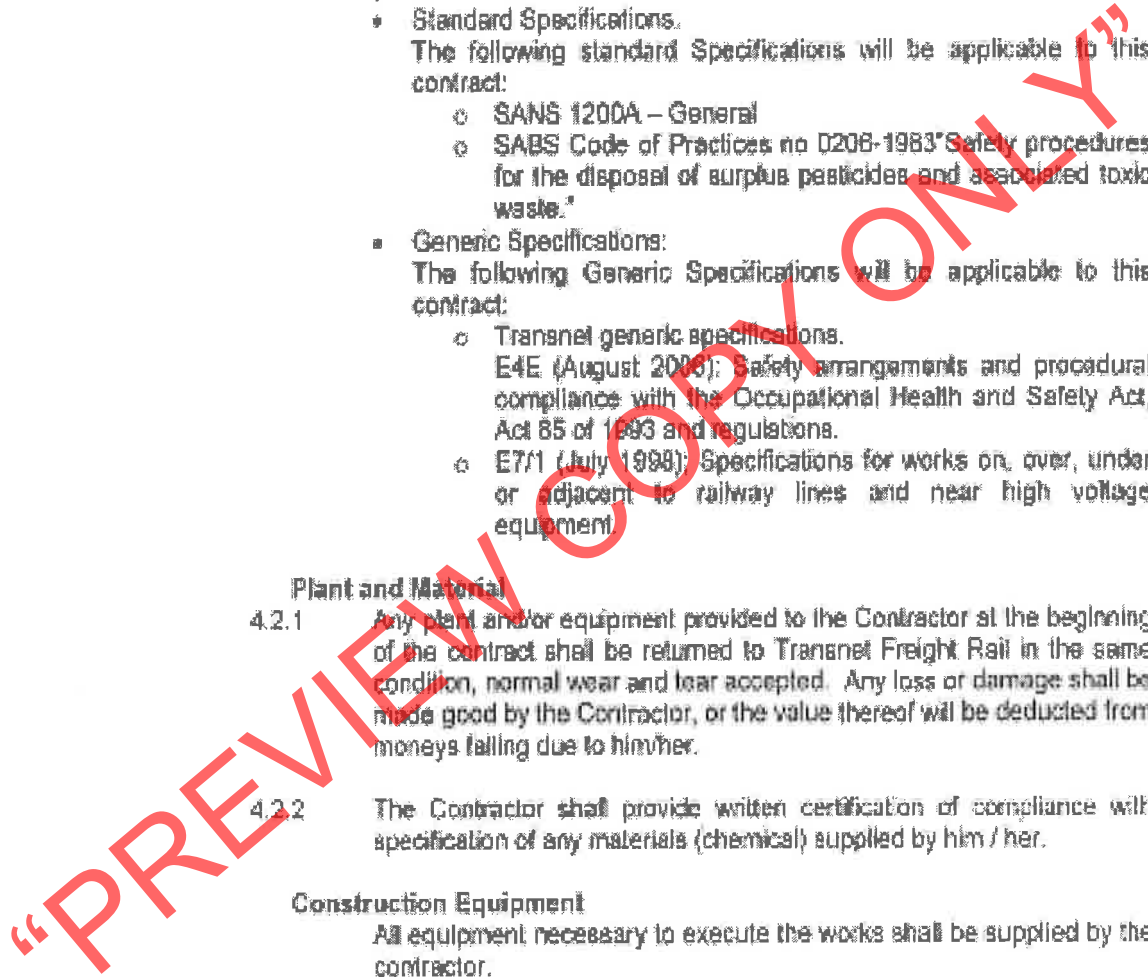
Reinstatement of services and property damaged during execution of the work.

4.4.1 Any damages caused by the Contractor to Transnet property and services shall be rectified by the Contractor at his own cost and to the full satisfaction of the supervisor.

4.5 Site Establishment

4.5.1 Services and facilities provided by the employer:

- In the case of a contract for vegetation control in yards the following will be provided free of charge:





- Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use.
- Inspections of the areas of work by motor trolley may be arranged with the Supervisor, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Supervisor shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.
- Any plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.

4.5.2 To be provided by the Contractor

4.5.2.1 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.

4.5.2.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals 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.

4.5.2.3 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.

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

The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the centre of each work site

4.5.2.5. 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.



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

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Part C3

Section 5

Management of the Works

5 MANAGEMENT OF THE WORKS**5.1 Site Meetings**

5.1.1 The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Supervisor. These meetings will be conducted to monitor progress and discuss contractual issues when required. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

5.2 Site Books

5.2.1 A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Contractor. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".

5.2.2 A Daily Diary Book with triplicate pages shall be provided by the Contractor and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Bill of Quantities completed for each day shall also be recorded and signed off by both Transnet Freight Rail (TFR) and the Contractor at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 35 of 1947.

5.2.3 Only persons authorised in writing by the Project Manager or Contractor may make entries in the site books.

5.3 PROGRAMME OF WORK

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

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

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



- 5.3.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
- 5.3.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- 5.3.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- 5.3.2.5 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work;
 - monitoring the standard of weed control achieved;
 - identifying any damage or hazards which may have been caused by the weed control operation, and
 - planning of timeous execution of remedial work where control is not being achieved.
- 5.3.3 The Contractor's programme shall allow for commencement with the initial application of chemicals at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than six weeks after commencement of the initial application.
- 5.3.4 The programme shall be based on the quantities and numbers of worklots shown in the Bill of Quantities.
- 5.3.5 In addition to the annual programme provided the Contractor shall submit daily working programmes to the Supervisor, 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 Supervisor, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

5.4 PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS

- 5.4.1 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. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 5.4.2 The Supervisor shall at any time during the application periods carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor and he/she may be ordered by the Supervisor to re-treat entire worklots or sections where such chemicals were applied.



5.4.3 The Supervisor will during each growth season carry out [two / three] 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 Supervisor.

5.4.5 The first inspection shall be done at, or within [20] weeks after completion of the Contractor's initial spraying programme and after he has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.

5.4.6 The second inspection of the season will be carried out at, or within [41] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.

5.4.7 The third inspection of the season will be carried out at, or within [36] weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Supervisor that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.

5.4.8 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".

5.4.9 The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection in that particular year.

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

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

5.4.10 In the case where the Supervisor and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Contractor shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Core Clauses (W1) of the ECC 3.



5.5. REMEDIAL WORK

- 5.5.1 The Contractor shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated worklots.
- 5.5.2 The Supervisor may, at any time after the first measurement order the Contractor to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Supervisor for his/her approval. Failing to do so the Supervisor may arrange for such action to be carried out by others at the cost of the Contractor.
- 5.5.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.
- 5.5.4 Fire may not be used as a method of vegetation control or as a method of remedial action.

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C1.2 CONTRACT DATA

Part Two – Data Provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

(a) The Contractor is

Name

Address

.....

.....

(b) The direct fee percentage is %

(c) The subcontracted fee percentage is %

(d) The working areas are the Site and

.....

(e) The key people are

(1) Name

Job

Responsibilities

.....

Qualifications

Experience

.....

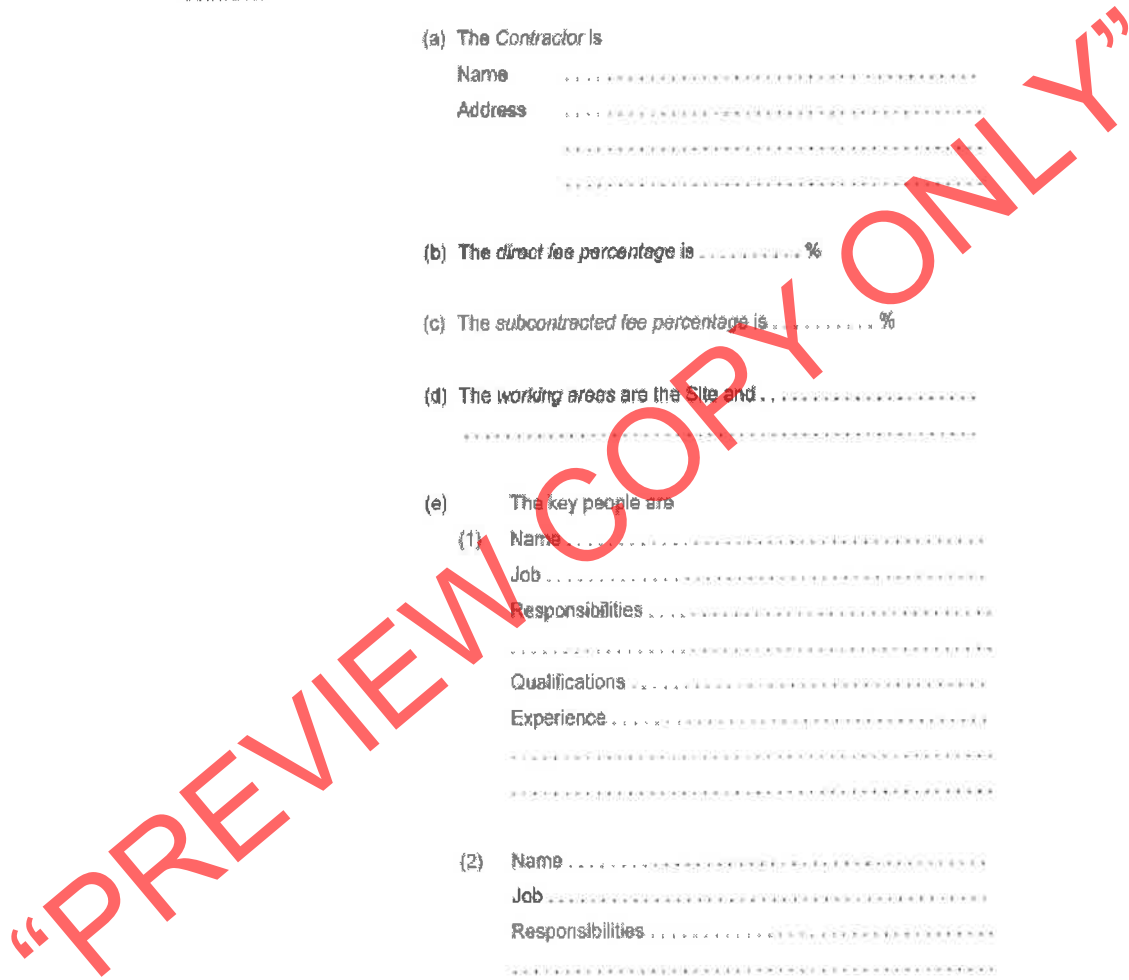
.....

(2) Name

Job

Responsibilities

.....





Qualifications
Experience

(3) Name
Job
Responsibilities

Qualifications
Experience

(4) Name
Job
Responsibilities

Qualifications
Experience

(f) The following matters will be included in the Risk Register

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

Optional statements

(a) If the Contractor is to provide Works Information for his design

The Works information for the Contractor's design is in

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

(b) If a programme is to be identified by the Contract Data.

The programme identified in the Contract Data is

.....

(c) If the Contractor is to decide the completion date for the whole of the works

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The completion date for the whole of works is

.....

If Option A or B is used

Data for SSCC

(a) The percentage for people overheads is%.

(b) The published list of Equipment is the last edition of the list published by

(c) The percentage for adjustment for Equipment in the published list is% (state plus or minus).

(d) The rates for other Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

(e) The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....
.....
.....
.....

(f) The percentage of design overheads is%

(g) The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are all of the categories listed above.

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PART C2.1

Pricing Instructions

2.1 Pricing Instructions - General

2.1.1 Measurement and payment shall be in accordance with relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work.

2.1.2 The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percentage
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
l	=	litre
m	=	metre
No.	=	number
Prov sum	=	Provisional sum
Sum	=	Lump sum
W/day	=	Work day
R/only	=	Rate only
Worklot	=	area totalling 300m ²

2.1.3 For the purpose of these Bill of Quantities, the following word shall have the meanings assigned to them:

Unit:	The unit of measure for each item of work as defined in the COLTO Standard specification.
Quantity:	The number of units of works for each item.
Rate:	The agreed payment per unit measurement.
Amount:	The product of the quality and the agreed rate for an item.

2.1.4 No allowance is made for waste on items in the Bill of Quantities.

2.1.5 It will be assumed that the prices included in the Bills of Quantities are based on Acts, Ordinances, regulations, By-laws, International Standards and National Standards that were published 28 day before the closing date for tenders.

2.1.6 Such prices and rates cover all costs and expenses that may be required for the execution of the works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.



- 2.1.7 The quantities set out in the Bill of Quantities and Prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Bill of Quantities (prepared in black ink) for the Works.
- 2.1.8 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the Bill of Quantities, 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.
- 2.1.9 Payment for this contract shall be based on the Bill of Quantities and the payment will be made in accordance with the rates tendered in the Bill of Quantities.
- 2.1.10 The absence of stated quantities in the Bill of Quantities 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.

The short descriptions of the items in the Bill of Quantities are for identification purposes only.

Items classified as "provisional worklots" in the Bill of Quantities indicate that there is no certainty about the amount of work which will be required. In this contract the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually. These areas will be measured per provisional worklot as defined in Part C3 Scope of the Works 7.1.2.2, or stated in the Bill of Quantities and the standard of control for individual worklots shall apply.

2.1.11 Pricing Instructions - Measurement and Payment

- 2.1.11.1 Payment will be based on the numbers of worklots treated as instructed by the Supervisor and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in Scope of Work clause 7.3.
- 2.1.11.2 No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.
- 2.1.11.3 Measurement and payment for the work completed will be made in [1] stages.
- 2.1.11.4 After completion of the initial spraying of the entire contract area the Supervisor or his deputy and the Contractor will measure the work performed (number of worklots sprayed). The Contractor will thereafter receive payment at [100%] of the rates tendered for all of the completed work.

2.2 Bill of Quantities

- See attached Bill Of Quantities
- Bill of Quantities will not be made available in an electronic format.

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Item no	structure description	No. of structures	Master pole no	Station	area	Quantity (m ²)	Worklot (250m ²)	Amount
1	Substations							
1.1	Substations	9	14/5 - 90/14	Herdberg	Mapleton to Greylingstad	7031	28.124	
1.2	Substations	8	100/2 - 160/1	Standerfont	Teakworth to Kanoenheuwel	7113	28.452	
1.3	Substations	7	176/16 - 1/16	Vooruitsig	Platrand to clavis	9900	23.6	
1.4	Substations	11	8/4 - 110/11	Newcastle	Langsnek to Glencoe	10801	43.204	
2	Apparatus Cases							
2.1	Apparatus Cases	132	11/4 - 93/6	Herdberg	Mapleton to Greylingstad	806	3.224	
2.2	Apparatus Cases	101	97/8 - 172/2	Standerfont	Teakworth to Kanoenheuwel	707	2.828	
2.3	Apparatus Cases	136	175/9 - 5/6	Vooruitsig	Platrand to clavis	962	3.848	
2.3	Apparatus Cases	236	15/7 - 113/13	New-castle	Langsnek to Glencoe	1652	6.608	
3.1	Signals	1100	11/4 - 199/16	All the line	Herdberg	4400	1760	
4	Negative Return Circuits							
4.1	Negative return circuits	85	5/13 - 120/4	All the line	Next to subs. and relay rooms	350	140	
5	Switching frames							
5.1	Switching frames	85	5/13 - 120/4	All the line	Next to subs. and relay rooms	2100	840	
6	Hot bearing detectors							
6.1	Hot bearing detectors	9	52-103	The whole section	Krall to hattingspruit	105	45	
7	Grass and tree sapling cutting							
			513/6 - 115/6	The whole section	Krall to Hattingsspruit	35901	M ²	
8	Concrete steps	67	14/16 - 109/16	All depots	Mapleton to hattingsspruit	1108	443.2	
								TOTAL
								14%VAT
								Grand Total

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Part C3

Section 6

Environmental Requirements

6. ENVIRONMENTAL REQUIREMENTS**6.1 Compliance with Statutes**

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

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

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

In the event of work taking place on numerous sites at the same time, the contractor must ensure that there is a registered Pest Control Operator on each site.

6.2 DAMAGE TO FAUNA AND FLORA

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

6.2.2 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.



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

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

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

- 6.2.4 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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Part C3

Section 7

Particular Specifications

7. Particular Specifications

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

7.1 DEFINITIONS

- **Supervisor.** Any person appointed by the Employer to deputise for him / her in supervising and carrying out the contract.

7.1.1 CONTROL

7.1.1.1 Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- The constituent parts of all plants occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
- there are no dead or dry remains of any vegetation within the treated area (worklot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.
- Mechanical cutting of the grass and tree sapling between the substations, relay rooms and the line

7.1.1.2 Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an *on-going basis* and not only at the time of measurement and payment inspections.

7.1.2 WORKLOTS

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

- In the case of Substations and relay rooms and areas of a worklot will be areas of 250m² each.
- Worklots in Substations and relay rooms, of depots/areas are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 250 square metres.



- In Substations and relay rooms, depots/areas where control is required worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Supervisor shall decide in advance and advise the Contractor accordingly, of the method of measurement to be adopted in any particular area.
- In Substations and relay rooms, depots/areas worklots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.
- A worklot for cable routes will normally be areas of 0.75m wide on both sides and parallel to the cable route and 200m long.

7.1.2.2 A provisional worklot is any area or combination of areas totalling a maximum of 250m² in the case of Substations and relay rooms, which is not necessarily intended to be controlled annually.

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

7.1.3 Formation is the finished earthworks surface upon which the track is laid.

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

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

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

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

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



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

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

7.2 METHOD OF VEGETATION CONTROL

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

7.2.2 Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in 7.3.1.1 will be permitted.

7.2.3 Vegetation control in terms of the contract will normally be required in respect of Substations and relay rooms, depot and ancillary areas, where applicable. The type of herbicides and the methods of application to be employed are as specified T2.1 (Returnable Documents) and are subject to the approval of, and monitoring by the Supervisor.

7.2.4 The Supervisor's approval shall first be obtained for use of other herbicides.

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

7.2.6 Any deviation from the method of work submitted as per T2.1 (Returnable Documents) by the Contractor shall be subject to the approval of the Supervisor.

7.3. STANDARDS OF WORKMANSHIP

7.3.1 Standard of vegetation control for individual worklots.

7.3.1.1 Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150mm in any dimension, occurring in the worklot, nor more than fifteen (15) live plants of any lesser size.

This excludes overhanging canopy growth of plants: -

- (i) with rootstock established entirely outside the worklot.
- (ii) with rootstock established on the boundary of the worklot, provided that:
 - control was achieved over the remainder of the worklot.



- a clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the worklot.
- the Contractor took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly.
- The boundary concerned is not the boundary of an adjoining worklot.

This exception does not apply in the case of creeping grasses (e.g. Cynodon) with nodal rooting within the worklot even though such growth may originate from a plant outside the worklot.

7.3.1.2 In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 150mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Supervisor.

7.3.2 Manual removal of vegetation

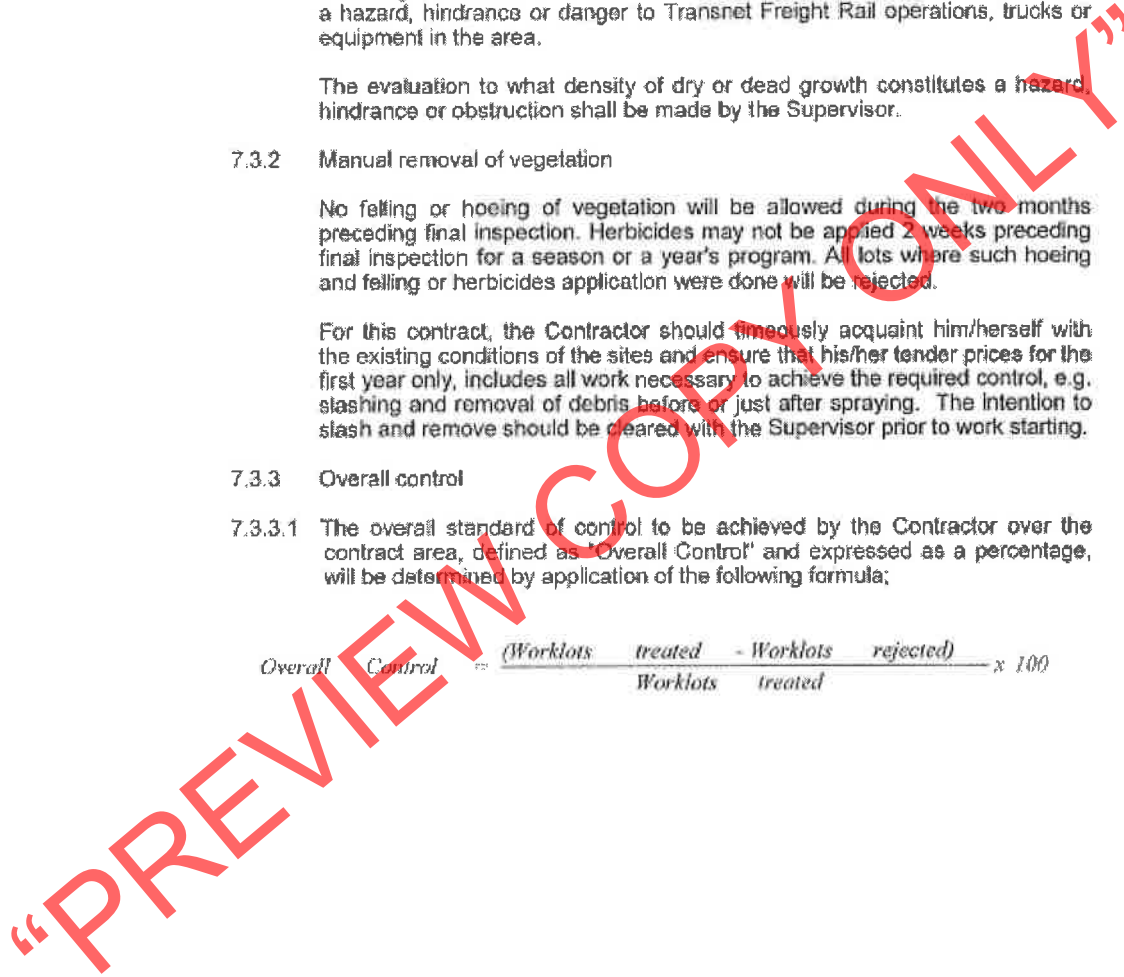
No felling or hoeing of vegetation will be allowed during the two months preceding final inspection. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All lots where such hoeing and felling or herbicides application were done will be rejected.

For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices for the first year only, includes all work necessary to achieve the required control, e.g. slashing and removal of debris before or just after spraying. The intention to slash and remove should be cleared with the Supervisor prior to work starting.

7.3.3 Overall control

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

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





7.3.3.2 The standard of "Overall Control" to be provided on each district by the Contractor shall be:

YEAR	
1	
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	60

7.3.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor, which will entitle the Employer to act in terms of clause 91.2(Core Clauses) of the ECC3 General Conditions of Contract .

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Part C3

Section 8

General Specifications

8. GENERAL SPECIFICATIONS**8.1 General specifications**

- 8.1.1 E4E (January 2004) – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.
- 8.1.2 Specification E7/1 (Jul 1998): Specification for works on, over, under or adjacent to railway lines and near high voltage

8.2 HEALTH AND SAFETY

- 8.2.1 The Contractor shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).
- 8.2.2 The Contractor shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Contractor must conduct his own formal risk assessment to identify all risks. The Contractor is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.
- Working with herbicides
 - live OHTE
 - Executing work on one line while a normal train service is running on adjacent line/s
 - Sanitation and refuse disposal as a threat to the environment.
- 8.2.3 The Contractor shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 8.2.4 The Contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.
- 8.2.5 The Contractor shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.
- 8.2.6 The Contractor shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.
- 8.2.7 The Contractor shall also be responsible to ensure that contract managers in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).

8.2.8 Non-compliance with safety requirements will result in an immediate suspension of work without payment.

8.2.9 Where training is required by the Contractor and Transnet Freight Rail (TFR) is committed to provide training, the Contractor shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the Contractor shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Supervisor, for this training / testing.

The following training shall be arranged for the following Contractors staff:

Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all Contractors staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. Accredited Electrical trainer / Depot's Electrical Supervisor.	* All workers and staff working on the contract
B) COM Competency (Electrical) (To follow A)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = 1 day Accredited Electrical trainer	Supervisor (Responsible person in charge at machine working)

The electrical awareness training must be arranged for beforehand on-the-job.

The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Contractors choice (Contractors cost).

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SECTION 4

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). Please note that any alternative offered will be compared with and measured against acceptance of the provisions of this RFQ or alternatives offered by other Respondents.

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.

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 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-authorized 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 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

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. 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. 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. 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.

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 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.



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	:	



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



**Section 5
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** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company’s letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate and **certified copy** of VAT Registration Certificate
7. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

Company trading name			
Company registered name			
Company Registration Number or ID Number if a Sole Proprietor			
Form of entity [v]	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			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
Does your company have a B-BBEE certificate	Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]		
How many personnel does the firm 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	