



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-9922

**FOR THE SUPPLY OF: THE CONTROL OF VEGETATION AT LEVEL CROSSING,
INCLUDING DECLARED WEED, TREES, BUSHES, SHRUBS
ETC BY MEANS OF EITHER MECHANICAL AND OR
CHEMICAL HERBICIDES METHOD UNDER DEPOT
ENGINEER KRUGERSDORP**

FOR DELIVERY TO: KRUGERSDORP

ISSUE DATE : 31 JANUARY 2013

BRIEFING DATE: 06 FEBRUARY 2013

VENUE : ANCHOR BOARDROOM AT 10:00 MILLSITE KRUGERSDORP

CLOSING DATE : 14 FEBRUARY 2013

CLOSING TIME : 12:00

OPTION DATE : 13 MAY 2013

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:	[post and/or courier]
CLOSING VENUE:	TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

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

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

- 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]:

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

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

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

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

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

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

[Refer Section 3, Vendor Application Form, for Returnable Documents required]

2.2 Further Recognition Criteria

a) Further Recognition Criteria (Current)

As a pre-qualification criterion, certain minimum requirements with regard to the Respondent’s CURRENT B-BBEE status at the time of submission of their bid must be met. These minimum requirements will be measured based on the extent to which the Respondent’s current black ownership, management control and employment equity meets or exceeds certain minimum targets. Please note that a Respondent’s ownership, management control and employment equity at the time of the submission of the bid, may differ from that which is reflected in the B-BBEE scorecard. When claiming that the minimum targets for FRC (Current) has been met, the Respondent must reflect his B-BBEE status at the time of submitting the bid. Supporting documentation may be requested in this regard. The minimum requirements for this RFP for FRC (Current) are stipulated in the table below:

PREQUALIFICATION CRITERIA	MINIMUM COMPLIANCE TARGET (%) AS A PERCENTAGE OF THE ORGANISATION
Further Recognition Criteria (Current):	
Business with > 50% Black Ownership	34%
Business with > 30% Black Women Ownership	34%
Black Youth Involvement in Business	32%

N.B. Failure to achieve the minimum prequalification targets allocated for FRC (Current) for any one of the criteria listed above at the closing date of this tender will result in disqualification.

Respondents are required to complete and submit their FRC Claim Form for FRC (Current) attached hereto as "Annexure C" with their Proposals. [Refer Section 6 for further instructions]

Note: Should a JV be envisaged, the principal Respondent is required to submit the required responses as indicated above.

3 Communication

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

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

Name: Nobahle Mjoli

Email: nobahle.mjoli@transnet.net

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

Telephone 011 544 9486

Email prudence@transnet.net

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-JHB-9922 and the Company Name.

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

4 Tax Clearance

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

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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

I/We _____ do hereby certify that *I/we have/have not been* found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

13 Evaluation Criteria

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

Pre-Qualification

- Administrative responsiveness - Completeness of response and returnable documents
- Compliance to Specification
- Safety File in order IRO Occupation Health & Safety Act 85 of 1993
- Letter of Good Standing (Compensation for Occupational Injuries Diseases Act 130 of 1993)

Commercial

- Competitive Pricing
- Reference/Previous Performance Record
- Weighted evaluation based on 80/20 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

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

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

Where:

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

- B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20

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.

2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.
This RFQ is valid until 22 April 2013.

15 Banking Details

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

16 Company Registration

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

17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

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

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

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form <ul style="list-style-type: none"> • 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 C.C.] • Entity's letterhead • Certified copy of VAT Registration Certificate [RSA entities only] • Certified copy of valid Company Registration Certificate [if applicable] • Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party] 	
SECTION : Further Recognition Criteria Current	
ANNEXURE : Technical Submission/Questionnaire	

Respondent's Signature

Date & Company Stamp

SECTION 2

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC-JHB-9922

THE CONTROL OF VEGETATION AT LEVEL CROSSING, INCLUDING DECLARED WEED, TREES, BUSHES, SHRUBS ETC BY MEANS OF EITHER MECHANICAL AND OR CHEMICAL HERBICIDES METHOD UNDER DEPOT ENGINEER KRUGERSDORP

Information Session

2. RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : Anchor Boardroom, MillSite, Krugersdorp.
Time : 10H00
Date : 06 February 2013

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

Contact people on sites: Matsheni Fakude (083 299 8167)

2.1 ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

•
.....

TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE :

3. VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

Section 3 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 and Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

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

Item No	Description of Goods	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	THE CONTROL OF VEGETATION	1	1		

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with the Level Crossing List and not utilise a different format. Deviation from the Level Crossing List 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.

Respondent's Signature

Date & Company Stamp

Section 4

CLEANING OF RAILWAY LEVEL CROSSINGS

PROJECT SPECIFICATION

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CLEANING OF RAILWAY LEVEL CROSSINGS

PROJECT SPECIFICATION

1. SCOPE OF WORK

- 1.1 This contract covers the control of vegetation at level crossings, including declared weeds, trees, bushes, shrubs etc., by means of either mechanical and/or chemical herbicide methods.
- 1.2 The essence of the contract is that TRANSNET FREIGHT RAIL requires clear visibility at level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.
- 1.3 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.
- 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.
- 1.5 Since the level crossing maintenance is a safety risk the tenderers must have full experience of the section to be controlled.

2. DEFINITIONS

2.1 CONTROL

Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 300mm.

- The constituent parts of all plants occurring within the area of treatment cease to exceed 300mm in height.
- The constituent parts of all plants (dead or alive) cease to exceed 300mm in height for the total duration of the contract.
- There are not dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

Control constitutes a process or situation where the control of vegetation at level crossings occurs on an on-going basis and not only at the time of payment.

2.2 CLEAN LEVEL CROSSING

The successful control of vegetation at a railway level crossing, giving motorists clear vision metres to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign. See attached sketch, schedule of quantities and sighting distance schedule.

Level crossings where control is required may be irregular in shape and will normally be measured per crossing as per attached sighting distance schedule.

For inspection and payment purposes, any growth taller than 300mm in any one of the four quadrants of a level crossing shall result in that level crossing being rejected in its entirety.

2.3 DECLARED WEEDS

Declared weeds means category 1 plants and declared invader plants, 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.

2.4 HERBICIDE TREATMENT

In the event that trees, bush or reeds are present in the treatment area then herbicide stump treatment must be used to treat this vegetation.

3. SUFFICIENCY OF TENDER

- 3.1 Where herbicides are to be applied, the contract will only be awarded to a tenderer who has a proven record of wide experience in the application of herbicides in Southern Africa.
- 3.2 A site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy, must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

4. COMPLIANCE WITH STATUTES

- 4.1 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).
 - k) The Occupational Health and Safety Act (Act 85 of 1993)
 - j) The National Veld and Forest Fire Act (Act 101 of 1989)

- 4.2 Where herbicide is used the Contractor's authorised representative shall be a registered Pest Control Operator, specialising in the field of industrial weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. In this case a registered Pest Control Officer shall be in direct control of work taking place on site.

5. GENERAL

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

6. TO BE PROVIDED BY THE CONTRACTOR

- 6.1 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.
- 6.2 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.
- 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.
- 6.3 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching traffic.
- 6.4 All employees employed by the contractor shall wear reflective clothing during the execution of the work to enhance their visibility.

7. SCHEDULE OF QUANTITIES AND PRICES

- 7.1 The Schedule of Quantities and Prices depicts the km points of each level crossing per line code. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.
- 7.2.1 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.
- 7.2.2 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated.

8. EVALUATION OF TENDERS

- 8.1 "Time value of money" methodology and principles will be used in evaluation of tenders.
- 8.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and TRANSNET FREIGHT RAIL resources for the Contract, will be considered during evaluation of tenders.

9. SITE BOOKS

- 9.1 The Site Instruction Book, referred to in clause 13.3 of the E.5 (MW) shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- 9.2 The site diary referred to in clause 13.3 of the E.5 (MW) shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays which cannot be substantiated by reference to the site diary will not be considered.
- 9.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.
- 9.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- 9.5 Receipt of materials supplied by TRANSNET FREIGHT RAIL shall be recorded in the "Day Book".

10. SITE MEETINGS

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

11. INFORMATION TO BE PROVIDED WITH TENDER

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

- 11.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required ensuring performance as specified.
- 11.2 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by TRANSNET FREIGHT RAIL.
- 11.3 Proof of Inspection of all sites on the enclosed Site Inspection Certificate.
- 11.4 The Schedule of Quantities and Prices must be completed in full.

- 11.5 Where herbicides are to be used a copy of the certificate issued by the Department of Agriculture to certify that the Tenderer or his/her representative is a Pest Control Operator (industrial weed control) in terms of Act 35 of 1947.

12. METHOD OF VEGETATION CONTROL

- 12.1 The Contractor's method and programme shall provide rapid and effective control at all level crossings.
- 12.2 The Contractor is to ensure that there be no plants or any means of vegetation higher than 300mm at any of the level crossings from the commencement and through the entire duration of the contract.
- Slashing of dead material to below the height specified in clause 2.1 will be permitted.
- 12.3 Where a chemical approach to vegetation control is followed, in the case of stump treatment as specified in clause 2.4, such an approach shall not lead to soil erosion taking place.
- 12.4 Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.

13. STANDARDS OR WORKMANSHIP

- 13.1 Standard of vegetation control for individual level crossings.
- Vegetation control shall be such that there may be no dry or dead remains of vegetation within the level crossing greater than 300mm in height that it constitutes a hazard, hindrance or danger to TRANSNET FREIGHT RAIL operations.
- 13.2 Manual Removal of Vegetation.
- For this contract, the Contractor should timeously familiarize him/herself with the existing conditions of the sites and ensure that his/her tender prices includes all work necessary to achieve the required control.

14. PROGRAMME OF WORK

- 14.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by TRANSNET FREIGHT RAIL of the acceptance of this Tender.
- TRANSNET FREIGHT RAIL requires that the initial works be completed within 6 weeks from the date of notification.
- 14.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:
- 14.2.1 An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.
- 14.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.
- 14.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work.
 - Monitoring the standard of weed control achieved.
 - Identifying any damage or hazards, which may have been caused by the weed control operation.
 - Planning of timeous execution of remedial work where control is not being achieved.
- 14.4 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

15. PERFORMANCE MONITORING AND EVALUATION

15.1 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.

15.2 The Technical Officer shall at any time during the term of the contract carry out routine inspections of the Contractor's performance methods and procedures.

15.3 The Technical Officer will inform the Contractor in writing two weeks in advance of the schedule of payment inspections and will arrange the transport such that adequate space and time is available for the purpose of the inspection.

These inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

15.4 The rejection of level crossings that do not comply with the standard of control for individual level crossings will be final and valid for that inspection.

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

The rejection of a level crossing 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.

16. REMEDIAL WORK

16.1 The Contractor shall carry out remedial work to all level crossings where control has not been achieved, prior to the official inspections. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to TRANSNET FREIGHT RAIL operations

16.2 The Technical Officer may, at any time after the inspection, order the Contractor to carry out remedial action within 1 week after being so ordered, failing which the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

16.3 Hoeling (skoffel) will not be allowed on its own as a remedial action.

17. DAMAGE TO FAUNA AND FLORA

17.1 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 controlled. The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

17.2 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.

17.3 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 property or as part of Transnet refuse.

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

18. DURATION

Vegetation control is for a period of 12 months from the date of notification of acceptance of tender.

19. MEASUREMENT AND PAYMENT

19.1 Payment will be based on the number of level crossings treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.1.

19.2 No payment will be made for rejected level crossings where control achieved does not meet the standards of control specified.

19.3 Inspections and payments will be as follows:

Year 1

First inspection and payment	After initial completion of cutting and removal of debris 50 % payment of approved work (excluding rejected work).
Second inspection and payment	The second inspection shall be done at, or within 10 weeks after completion of the Contractor's initial programme. This inspection may be brought forward but not by more than four (4) weeks. 25 % payment of approved work (excluding rejected work).
Third inspection and payment	The third inspection shall be done at, or within 20 weeks after completion of the Contractor's initial programme. This inspection may be brought forward but not by more than four (4) weeks. 25 % payment of approved work (excluding rejected work).

20. PENALTIES FOR LATE COMPLETION

The provisions pertaining to "penalties for late completion" stipulated in the E5 (MW) of the contract agreement shall not apply to this contract.

21. GUARANTEES

The security referred to in clause 27.1 of the E5 (MW) shall be equal to five percent (5%) of the total value and shall be provided before any work is carried out. Retention money (see clause 27.2 and 27.3 of the E5 (MW)) will not be deducted from payments.

22. CONTRACT PRICE ADJUSTMENT FORMULA

22.1 A contract price adjustment factor to be determined in accordance with the formula described in 22.2 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.

22.2 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 $x = 0,15$ 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.

22.3 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.

L_o and L_t shall be the labour indices for Metropolitan Areas (PO141.1 Table 21).

P_o and P_t shall be the average of the price indices of Non-Electrical Machinery multiplied by an equalizing factor of 1.00868 and Transport Equipment in the ratio of 1:1 (PO142.1 Table 10 item 2.16 and 2.21 respectively).

M_o and M_t shall be the price indices of Chemical and Chemical herbicides used in table 10 of the PO142.1 item 2.11 Basic Chemicals

D_o and D_t shall be the price indices of "Diesel Oil -Coast & Witwatersrand" (PO142.1 Table 16).

22.4 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.

22.5 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.

22.6 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.

22.7 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.

**KRUGERSDORP DEPOT
LEVEL CROSSING LIST**

Item	Km. Distance	Type	Area m ²	Price m ² year 1	Price Per Crossing (Year 1)	Price m ² year 2	Price Per Crossing (Year 2)	Total price per crossing (Year1 + Year2)
Krugersdorp-Mafekeng			C02-L701					
1.001	7.00	Departmental	5399					
1.002	10.08	Private	6199					
1.003	11.61	Private	6199					
1.004	13.51	Public	6199					
1.005	14.70	Public	6149					
1.006	17.37	Public	6199					
1.007	18.46	Private	6199					
1.008	23.25	Departmental	5849					
1.009	24.92	Public	4599					
1.010	28.70	Private	3547					
1.011	30.40	Public	6149					
1.012	31.63	Public	4598					
1.013	35.13	Public	6199					
1.014	36.80	Private	5899					
1.015	38.74	Public	6199					
1.016	39.95	Private	6199					
1.017	41.70	Public	6199					
1.018	42.61	Private	6199					
1.019	44.21	Private	6199					
1.020	45.15	Private	6199					
1.021	45.75	Public	6199					
1.022	48.61	Private	6199					
1.023	49.70	Private	4598					
1.024	51.72	Private	4048					
1.025	52.29	Private	5899					
1.026	52.51	Private	6199					
1.027	53.00	Private	6199					
1.028	54.27	Public	6199					
1.029	56.00	Private	6199					
1.030	56.75	Private	6199					
1.031	61.49	Public	6199					
1.032	63.28	Private	6199					
1.033	63.76	Public	6199					
1.034	66.01	Private	6199					
1.035	68.82	Private	6199					
1.036	67.66	Private	6199					
1.037	69.25	Private	6199					
1.038	70.58	Private	6199					
1.039	72.86	Private	6199					
1.040	73.70	Private	6199					
1.041	75.06	Public	6199					

“PRELIMINARY COPY ONLY”

Item	Km. Distance	Type	Area m ²	Price m ² year 1	Price Per Crossing (Year 1)	Price m ² year 2	Price Per Crossing (Year 2)	Total price per crossing (Year1 + Year2)
1.042	77.75	Private	6199					
1.043	79.16	Public	6199					
1.044	80.46	Private	6199					
1.045	82.69	Private	6199					
1.046	86.24	Private	5649					
1.047	87.35	Private	6199					
1.048	88.86	Private	6199					
1.049	90.51	Private	6199					
1.050	92.00	Private	5899					
1.051	94.59	Private	6199					
1.052	97.46	Public	6199					
1.053	99.35	Private	6199					
1.054	103.94	Private	6199					
1.055	105.04	Private	5749					
1.056	106.86	Public	6199					
1.057	108.80	Private	6199					
1.058	110.86	Private	6199					
1.059	112.28	Private	4348					
1.060	113.91	Public	5849					
1.061	117.17	Private	6199					
1.062	119.49	Private	4499					
1.063	124.66	Private	6199					
1.064	126.41	Private	6149					
1.065	127.23	Private	6199					
1.066	128.81	Private	6099					
1.067	129.89	Private	6199					
1.068	132.38	Private	6199					
1.069	132.95	Private	6199					
1.070	139.76	Private	5599					
1.071	141.18	Private	5899					
1.072	143.66	Public	6199					
1.073	145.15	Private	6199					
1.074	145.57	Private	5849					
1.075	146.08	Private	5649					
1.076	148.69	Private	6199					
1.077	149.80	Private	6199					
1.078	150.49	Private	6199					
1.079	151.07	Private	5649					
1.080	151.75	Private	6199					
1.081	152.80	Private	6149					
1.082	153.96	Private	6199					
1.083	154.86	Private	6199					
1.084	155.61	Private	6199					
1.085	156.60	Private	6199					
1.086	158.72	Private	6199					
1.087	159.54	Private	6199					
1.088	160.20	Private	6199					
1.089	160.69	Private	6199					
1.090	161.62	Departmental	6199					
1.091	163.12	Private	6199					
1.092	167.24	Public	6199					
1.093	168.20	Public	6199					
1.094	169.46	Public	6199					
1.095	169.87	Private	6199					
1.096	172.56	Private	5299					

"PRELIMINARY COPY ONLY"

Item	Km. Distance	Type	Area m ²	Price m ² year 1	Price Per Crossing (Year 1)	Price m ² year 2	Price Per Crossing (Year 2)	Total price per crossing (Year1 + Year2)
1.097	175.18	Private	5849					
1.098	177.96	Private	5399					
1.099	180.01	Private	6149					
1.100	185.90	Private	6149					
1.101	186.76	Private	6199					
1.102	187.23	Private	6199					
1.103	187.58	Private	6199					
1.104	188.26	Private	4348					
1.105	189.34	Public	6199					
1.106	189.90	Departmental	4799					
1.107	191.91	Private	6199					
1.108	194.94	Public	3999					
1.109	196.13	Private	2795					
1.110	198.83	Private	6199					
1.111	202.70	Public	6199					
1.112	206.44	Departmental	5099					
1.113	213.59	Private	4347					
1.114	214.24	Private	3749					
1.115	215.89	Departmental	6199					
1.116	217.14	Public	6199					
1.117	217.61	Private	6199					
1.118	218.20	Private	4599					
1.119	219.70	Private	6199					
1.120	220.42	Public	6199					
1.121	220.96	Private	6199					
1.122	221.50	Private	5649					
1.123	225.14	Private	6199					
1.124	226.60	Private	6199					
1.125	230.00	Departmental	4596					
1.126	230.65	Private	6199					
1.127	232.89	Private	6149					
1.128	233.40	Private	6199					
1.129	234.26	Private	5499					
1.130	241.33	Private	6199					
1.131	242.43	Private	6199					
1.132	247.85	Private	6199					
1.133	249.31	Public	6199					
1.134	254.97	Public	5649					
1.135	256.46	Private	6199					
1.136	259.29	Private	6199					
1.137	260.81	Private	6199					
1.138	265.36	Public	6199					
			814821					
Randfontein-Bank C02-L705								
2.001	20.85	Public	6199					
2.002	23.75	Public	6199					
2.003	27.55	Public	6199					

"DEVELOPMENT COPY ONLY"

Section 5

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.

19 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.

20 DELIVERY AND TITLE

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21 PRICE AND PAYMENT

21.1 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.

21.2 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.

22 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.

23 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.

24 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.

25 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.

26 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.

27 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.

28 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.

29 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.

30 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 writing 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.

31 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.

32 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.

33 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.

34 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 22, 23, 24, 25 and 29. 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.

35 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 6
ANNEXURE C: FURTHER RECOGNITION CRITERIA [CURRENT STATUS]

Transnet encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in Section 1, paragraph 5.1, in addition to such scoring, further points will be allocated to Respondents score based on "Further Recognition Criteria" (Current) indicators.

Points will be allocated in respect of preference to measure the Respondent's current B-BBEE status at the time of submission of their Bid. These points are allocated based on the extent to which the Respondent's current ownership, management control and employment equity meets or exceeds certain minimum targets.

Please note that a Respondent's ownership, management control and employment equity at the time of the submission of the Bid, may differ from that which is reflected in the B-BBEE scorecard. When claiming points for FRC [Current Status] the Respondent must reflect its B-BBEE status at the time of submitting the Bid. Supporting documentation may be requested in this regard.

Respondents are to insert their current status (%) for the Further Recognition Criteria indicators in the table below:

Ownership Indicator	Required Responses	Compliance Target	Current Status (%)
1. The percentage of the business owned by Black ² persons.	<i>Indicate ownership in the hands of Black persons as a percentage of total ownership of the organisation.</i>	Points will be allocated for any score >25% to 100%, on a sliding scale	
2. The percentage of your business owned by Black women.	<i>Indicate ownership in the hands of Black women as a percentage of total ownership of the organisation.</i>	Points will be allocated for any score >10% to 100%, on a sliding scale	
3. The percentage of the business owned by Black youth ³	<i>Indicate ownership in the hands of Black youth as a percentage of total ownership of the organisation.</i>	Points will be allocated for any score >5% to 100%, on a sliding scale	
4. The percentage of the business owned by Black persons living with disabilities	<i>Indicate ownership in the hands of Black persons living with disabilities as a percentage of total ownership of the organisation.</i>	Points will be allocated for any score >3% to 100%, on a sliding scale	
5. The percentage of the business owned by Employment Schemes or Co-Operatives	<i>Indicate ownership in the hands of Employment Schemes or Co-Operatives as a percentage of total ownership of the organisation.</i>	Points will be allocated for any score >5% to 100%, on a sliding scale	

² "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

³ "Black youth" means Black persons from the age of 16 to 35

Management Control Indicator	Required Responses	Compliance Target	Current Status (%)
6. The percentage of Black Board members in relation to the total number of Board members.	<i>Indicate the number of Black Board members as a percentage of the total Board.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale	
7. The percentage of Black female Board members in relation to the total number of Board members.	<i>Indicate the number of Black female Board members as a percentage of the total Board.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale	
8. The percentage of Black senior managers involved in day to day management of the organisation, in relation to the total senior management cadre.	<i>Provide the percentage of Blacks that are appointed by the Board and operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy of the organisation.</i>	Points will be allocated for any score >40% to 100%, on a sliding scale	
9. The percentage of Black middle managers involved in day to day management of the organisation, in relation to the total middle management cadre.	<i>Provide the percentage of Blacks appointed by the organisation in the middle management cadre and operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation.</i>	Points will be allocated for any score >63% to 100%, on a sliding scale	
10. The percentage of Black junior managers involved in day to day management of the organisation, in relation to the total junior management cadre.	<i>Provide the percentage of Blacks appointed by the organisation in the junior management cadre and operationally involved in the day to day running of the business, with individual responsibility for a particular area within the business and actively involved in a supervisory role with regard to the day to day management of the organisation.</i>	Points will be allocated for any score >68% to 100%, on a sliding scale	

Employment Equity Indicator	Required Responses	Compliance Target	Current Status (%)
11. The percentage of Black employees as a percentage of the total number of employees in the organisation.	<i>Indicate the number of Black employees as a percentage of the organisation's total workforce.</i>	Points will be allocated for any score >65% to 100%, on a sliding scale	
12. The percentage of Black female employees as a percentage of the total workforce.	<i>Indicate the number of Black female employees as a percentage of the organisation's total workforce.</i>	Points will be allocated for any score >40% to 100%, on a sliding scale	
13. The percentage of Black youth in relation to the total number of employees in the organisation.	<i>Indicate the number of Black youth employed, as a percentage of the organisation's total workforce.</i>	Points will be allocated for any score >40% to 100% on a sliding scale	
14. The percentage of Black disabled employees in relation to the total number of employees in the organisation.	<i>Indicate the number of Black disabled employees as a percentage of the organisation's total workforce.</i>	Points will be allocated for any score >2% to 10%, on a sliding scale	

“PREVIEW COPY ONLY”

**SECTION 7
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
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. 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						

Respondent’s Signature

Date & Company Stamp

			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					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	