



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-HGR-9953

**FOR THE SUPPLY OF: VEGETATION CONTROL AT LEVEL CROSSINGS IN THE
HEIDELBERG DEPOT**

FOR DELIVERY TO: HEIDELBERG

ISSUE DATE : 01 FEBRUARY 2013

BRIEFING DATE: 13 FEBRUARY 2013

VENUE : COEN STOLTZ BUILDING AT 10:00 HEIDELBERG

CLOSING DATE : 21 FEBRUARY 2013

CLOSING TIME : 10:00

OPTION DATE : 20 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.

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.

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.

5.1 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:

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

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

Large Enterprises [i.e. annual turnover greater than R35 million]:

Rating level based on all seven elements of the B-BBEE scorecard

Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:

Rating based on any four of the elements of the B-BBEE scorecard

Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:

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

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

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

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

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

5.2 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.

Communication

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

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

Name: Nobahle Mjoli
Email: nobahle.mjoli@transnet.net

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 R100.00 (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-9953 and the Company Name. Receipt/s to be presented prior to collection of the tender/s.

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.

VAT Registration

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

Legal Compliance

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

Changes to Quotations

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

Pricing

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

Prices Subject to Confirmation

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

Negotiations

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

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.

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.

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
- PCO and Operators Certificates
- 15 working Brush Cutter
- Health and Safety Compliance

Commercial

- Competitive Pricing
- Reference/Previous Performance Record
- Delivery Schedule

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

Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.
This RFQ is valid until 20 May 2013.

Banking Details

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

Company Registration

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

Disclosure of Prices Quoted

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

YES NO

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.

Respondent's Signature

Date & Company Stamp

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 - 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	

SECTION 2

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC-HGR-9953

VEGETATION CONTROL AT LEVEL CROSSINGS IN THE

Information Session

2. RFQ SITE MEETING

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

Venue : Coen Stoltz Building, Heidelberg.

Time : 10H00

Date : 13 February 2013

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

Contact people on sites: Matlale Phakwago (083 460 2207)

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	Vegetation Control at Level Crossings	Each	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

TRANSNET LIMITED

(REGISTRATION No. 90/00900/06)

TRADING AS SPOORNET**6. SPECIAL INSTRUCTIONS AND SPECIFICATION FOR WORKS****VEGETATION CONTROL**

MANAGEMENT AND CONTROL OF VEGETATION AND OBSTRUCIVE VEGETATION BY MEANS OF MECHANICAL METHODS ON LEVEL CROSSINGS ON TRANSNET PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, HEIDELBERG.(MAIN LINE)

1. SCOPE OF WORK

- 1.1. The scope of work consists of the management and control of vegetation at level crossings by mechanical means as specified in the schedule of quantities and prices. These level crossings are situated on Transnet property, in the geographical area controlled by the Depot Engineer Heidelberg.
- 1.2. This part covers the techniques required, standard of workmanship, inspections, measurement, payment, and acceptability of works in respect of this contract.
- 1.3. The essence of the control of vegetation at the level crossings is that SpoorNet 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.
- 1.4. The ways and means by which the above-mentioned are obtained are the responsibility of the Contractor. SpoorNet, however, shall have the right monitor the activities of the Contractor to ascertain that all procedures and methods are in accordance with this tender, the relevant legislation and are conducive to the achievement of the contract objectives. Such right of monitoring shall be entirely without prejudice to SpoorNet and shall in no way relieve the Contractor of his responsibility for satisfactory control of vegetation.
- 1.5. Failure to comply with the minimum performance proposed by the Contractor in his 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.

2. **MANAGER**

For the purpose of this contract the Manager (clause 1 in the General Conditions of the Minor Works Contract) will be the Junior Manager (Finance & Admin) or any person lawfully designated by him/her to act in that capacity.

7.

3. **DEFINITIONS**

3.1 CONTROL

Control is achieved when the vegetation on the level crossings are managed to the extent that:

- The vegetation on the entire level crossing is cut to a height not exceeding hundred millimetres (100mm) from ground level.
- All vegetation (trees, shrubs, hedges, etc.) and overhanging branches that fall within the area of the level crossing and in any way hampers visibility for vehicle and/or on-track traffic must be cut and removed.

3.2 LEVEL CROSSING

A level/railway crossing is where a single or multi-lane road (departmental, private or public) crosses one or more railway tracks. See the attached diagram.

3.2.1 CLEAN LEVEL CROSSING

The successful control of vegetation at a railway level crossing is to: Give motorists a clear vision of at least 250 meters to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign.

Level Crossings where control is required may be irregular in shape and will normally be measured per crossing as per sketch.

For inspection and payment purposes, any growth taller than 100mm in any one of the level crossing quadrants of a level crossing shall result in that/those level crossing section/s being rejected.

3.2.2 LEVEL CROSSING QUADRANT

A level crossing consists out of four quadrants. The number of quadrants per level crossing to be treated can differ and is as per schedule of quantity.

3.2.3 LEVEL CROSSING SECTION

A level crossing section is the level crossing quadrants to be treated that are on the same side of the railway line. A level crossing section can consist of one or two level crossing quadrants as specified In the Schedule of Quantities.

4. METHOD OF VEGETATION CONTROL

- 4.1. The Contractor's methods and program shall provide rapid and effective control at all level crossings. 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.
- 4.2. The methods of control to be employed are as specified in the contract and is to be monitored by the Manager.
8. 4.3. Burning will not be allowed under any circumstances as a means of control. The making of fire on site is also strictly prohibited.

5. STANDARDS OF WORKMANSHIP

- 5.1. The Contractor's methods and program shall provide rapid and effective control at all level crossings; Techniques and programming employed shall therefore be directed at this aim.
- 5.2. The Contractor shall not damage existing indigenous vegetation that is not threatening to the normal operation of on-track machinery and vehicles and he/she shall be held responsible for the full reinstatement thereof should avoidable damage of any nature occur.
- 5.3. It is the Contractors responsibility to ensure that all the bushes are cleared and the operational areas used by Transnet personnel are free from any form of obstruction, hindrance or anything that constitute a hazard. Vegetation control shall be such that there be no dry or dead remains of vegetation within the level crossing that it constitutes a hazard, hindrance or danger to Spoornet operations.
- 5.4. The Manager shall make the evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction.
- 5.5. Suitable areas and/or methods will be agreed to with the Manager on site prior to disposal of cut material.
- 5.5.1. All vegetative matter produced as a result of cutting must be removed from all cuttings.
- 5.5.2. Vegetative matter to be removed is not allowed to take place across the railway lines without the necessary protection in place, and agreed to by the Manager.

- 5.6. For this contract, the Contractor should timeously acquaint 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

6. PROGRAMME OF WORK

- 8.1. The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Manager for approval full particulars thereof within 1 week from the date of notification by Spoornet of the acceptance of his/her tender.
- 8.2. The works shall commence one week from the date of notification by Spoornet of the acceptance of his/her tender and the Contractor is to ensure that the works is completed at the specified level of control as specified at all the level crossings within 30 calendar days.
- 8.3. The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of
- ◆ ascertaining the existing vegetation and factors that could influence the work;
 - ◆ monitoring the standard of vegetation control achieved;
 - ◆ identifying any damage or hazards which may have been caused by the vegetation control operation, and
 - ◆ planning of timeous execution of remedial work where control is not being achieved.
- 8.4. The programme shall be based on the quantities and numbers of level crossing quadrants shown in the Schedule of Quantities and Prices.
- 8.5. The particulars to be provided in respect of the Contractor's vegetation control program shall include but not limited to the following:
- 8.5.1. An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.
- 8.5.2. The appropriate methods and procedures to be implemented by him to achieve the standards of vegetation control required in terms of the contract.

7. PERFORMANCE MONITORING AND EVALUATION

- 7.1. The Contractor shall at all times be responsible for supervision of work and for the follow up inspections to monitor the successful control achieved over areas of completed application. He shall immediately take appropriate remedial action in areas where specified standards of control are not achieved.
- 7.2. The Manager shall at any time during the contract period carry out inspection of the Contractor's performance methods and procedures.
- 7.3. The Manager will inform the Contractor in advance of the date of the inspection and will arrange the transport such that adequate space and time is available for the purpose of the inspection. The inspection shall be done within two weeks after the completion of the Contractor's program.
- 7.4. The inspection shall be performed visually and the Contractor shall be present or forfeit his right to dispute the measurements and evaluation of the Manager,
- 7.5. During this inspection the level crossing quadrants treated will each be measured and evaluated. A level crossing quadrant that does not comply with the specified level of control will be recorded as a "rejected level crossing quadrant" and the "level crossing section" will be rejected in total.
- 7.6. **If the days allowed for the cutting of the entire contract area are exceeded those level crossings that have not been treated will be subject to a penalty of 25% of the payment at the time of the inspection.**
- 7.7. The Contractor may contest the rejection by the Manager of work performance only at the time and place of rejection.
- 7.8. In the case where the Manager and the Contractor fail to agree on whether a level crossing section has failed, the level crossing section shall be recorded as a "disputed level crossing section" and the Contractor shall prepare an appropriate record of all disputed level crossing section/s in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the General Conditions of Minor Works Contract, clause 29.

8. REMEDIAL WORK

The Contractor shall carry out remedial work to all level crossings where control has not been achieved, prior to the official inspection. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 100mm and forming a nuisance or hazard to Spoornet operations.

9. SUFFICIENCY OF TENDER

A site inspection certificate (E4A) signed by the Project Manager or his 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.

10. COMPLIANCE WITH STATUTES

- 10.1. No work may be undertaken in which any part of a person's body or piece of equipment comes within three (3) meters of any high voltage electrical equipment without competent Spoornet Supervision.
- 10.2. The Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993; the Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the act.
- 10.3. The Occupational Health and Safety Act, 1993 (Act 85 of 1993). The Contractor is in terms of section 37(2) of Act No 85 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed, and machinery and plant used, in accordance with the provisions of the said Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2) (Act 85 of 1993) the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

9.

11. AREA OF OPERATIONS

Work shall be performed on the branch lines of the Heidelberg district as indicated in the schedule of quantities

12. DURATION OF CONTRACT

- 12.1. The works shall commence one week after date of letter of acceptance and be completed within 30 days. Spoornet reserves the right to cancel the contract if the standards of workmanship and safety as specified herein are not achieved.
- 12.2. Notwithstanding what is stated in clause 21 of the General Conditions of the Minor Works Contract no maintenance period will be applicable to this contract.

13. TO BE PROVIDED BY CONTRACTOR

- 13.1. In addition to all labour, materials, plant, equipment, transport, safety clothing and incidentals needed to complete the work; the Contractor shall where required provide all accommodation and toilet facilities for his/her employees.

- 13.2. 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.
- 13.3. The Contractor shall provide his/her employees with high visibility garments. The high visibility garments is to be worn by the employees at all times when on site.
- 13.4. When required 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 rail traffic.
- 13.5. 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.
- 13.6. The Contractor shall make available employees to be trained, certificated and used as **Lookouts** when required. The training shall be done at no charge to the Contractor.

14. EVALUATION OF TENDERS

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

Tenders may submit alternatives to the methods of vegetation control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and Spornet resources for the contract, will be considered during evaluation of tenders.

15. SITE MEETINGS

The Contractor shall attend site meetings. The meetings will be held under chairmanship of the Manager. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

16. DIARY AND INSTRUCTION BOOK

- 16.1. The site instruction book shall have numbered sheets for receiving and recording instructions by the Project Manager and shall be clearly marked "Site Instruction Book".
- 16.2. The site diary referred to 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 the Project Manager or his 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.
- 16.3. The site diary shall serve as a daily record of all relevant information concerning site conditions prevailing on site.
- 16.4. Only persons authorized in writing by the Project Manager or Contractor may make entries in the site books.

10. 17. HOURS OF WORK

For the purpose of this contract the Contractor is allowed to work outside the normal working hours (clause 8 of the General Conditions of the Minor Works Contract). Information on whether the Contractor intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Spornet must be provided with the tender document.

18. RETENTION MONEY

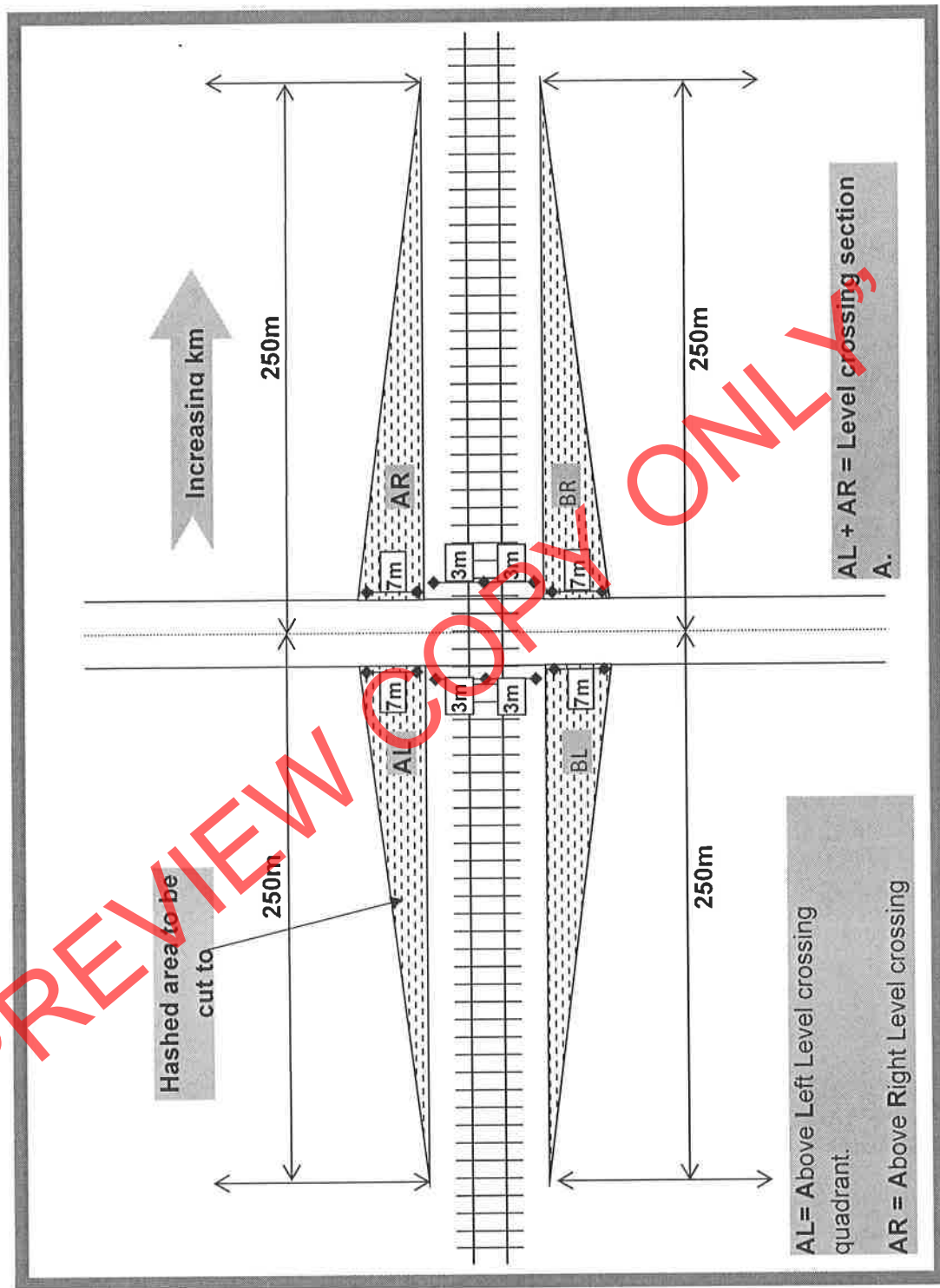
Retention money (see clause 22 of the General Conditions of the Minor Works Contract) will not be deducted from payments.

11.**12. 19. MEASUREMENT AND PAYMENT**

- 19.1. Payment will be based on the numbers of level crossing quadrants treated as instructed by the Manager and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined herein.
- 19.2. No payment will be made for rejected level crossing section/s where control achieved does not meet the standards of control specified.
- 19.3. Measurement and payment for the work completed will be made within approximately 30 days from receiving a VAT invoice.
- 19.4. The rates and prices tendered in the schedule of quantities and prices are composite and be fully inclusive of all the Contractor's cost in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractors profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the contract.

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Annexure A: Diagram of Level crossing



1 PART C2.1

2 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 quantity 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 Level crossing 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 cutting of the entire contract area the Supervisor or his deputy and the Contractor will measure the work performed. 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.

Part C3

Section 4

General Maintenance Aspects

GENERAL MAINTENANCE ASPECTS**Work specifications**

- Standard Specifications.
The following standard Specifications will be applicable to this contract:
 - SANS 1200A – General
 - SABS Code of Practices no 0206-1983"Safety procedures for the disposal of surplus pesticides and associated toxic waste."
- Generic Specifications:
The following Generic Specifications will be applicable to this contract:
 - Transnet generic specifications.
E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations.
 - 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.

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 36 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,
- 5.3.2.5 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 programme shall be based on the quantities and numbers of worklots shown in the Bill of Quantities.

5.3.4 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 **[one / 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 and only inspection shall be done at, or first week after completion of the Contractor's initial cutting 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 [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.~~

~~5.4.7 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.

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, to the extent that:

- the vegetation on the entire level crossing is cut to a height not exceeding hundred millimetres(100mm) from ground level.
- 4m wide under optic fibre cable
- All the vegetation (shrubs, hedges, etc.) and overhanging branches that fall within the area of the level crossing and any way hampering visibility for vehicles and/ or on-track traffic must be cut and removed.

7.1.1.2 LEVEL CROSSING AND OPTIC FIBRE

A level/railway crossing is where a single or multi-lane road (departmental, private or public) crosses one or more railway tracks. See the attached diagram.

7.1.1.3 CLEAN LEVEL CROSSING

The successful control of vegetation at a railway level crossing is to: Give motorists a clear vision of at least 250 meters to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign.

Level Crossings where control is required may be irregular in shape and will normally be measured per crossing as per sketch.

For inspection and payment purposes, any growth taller than 100mm in any one of the level crossing quadrants of a level crossing shall result in that/those level crossing section/s being rejected.

7.1.2 LEVEL CROSSING QUADRANT

A level crossing consist out of four quadrants. The number of the quadrants per level crossing to be treated to be treated can differ and is as per schedule of quantity.

7.1.3 LEVEL CROSSING SECTION

A level crossing section in the level crossing quadrants to be treated that are on the same site on the railway line. A level crossing section can consist of the one or two level crossing quadrants as specified in the schedule of Quantities..

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 100mm 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 100mm 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:

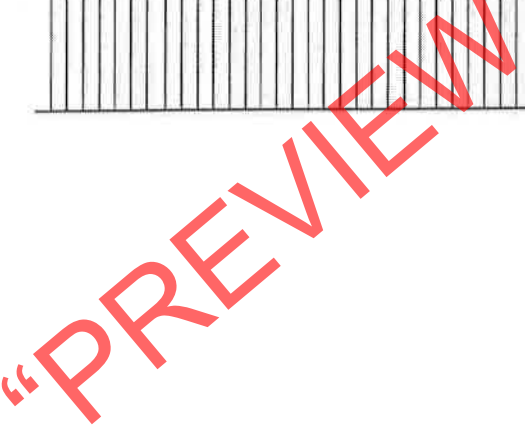
YEAR	1
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	80

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 .

ROODKOP-GRLENCHE

SCHEDULE OF QUANTITIES : LEVEL CROSSINGS
HEIDELBERG INFRA DEPOT :

Crossing No.	Km Distance	Type of crossing	Between Stations	Level crossing		Qty of c/s required	Rate per m ²	Area	Value for Section A	Area	Value for Section B	Total Value
				A	B							
1	9/7	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
2	14/4	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
3	44/9	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
4	50/13	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
5	52/18	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
6	63/9	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
7	67/3	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
8	69/6	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
9	79/8	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
10	81/13	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
11	83/5	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
12	84/7	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
13	84/7	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
14	86/7	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
15	89/11	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
16	89/11	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
17	89/11	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
18	89/11	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
19	107/15	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
20	110/2	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
21	110/6	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
22	118/6	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
23	119/2	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
24	120/7	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
25	120/7	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
26	120/10	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
27	131/2	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
28	132/10	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
29	137/2	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
30	139/2	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
31	139/13	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
32	144/14	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
33	159/10	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
34	167/9	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
35	168/1	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
36	168/14	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
37	168/14	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
38	168/14	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
39	168/14	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
40	171/5	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
41	171/7	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
42	180/11	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
43	180/11	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
44	189/12	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
45	190/3	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
46	192/15	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
47	199/11	Public crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
48	213/3	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
49	219/10	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
50	220/8	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
51	224/5	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
52	226/1	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
53	226/1	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
54	226/1	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
55	226/6	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
56	226/6	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
57	226/6	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
58	226/14	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
59	226/15	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
60	227/18	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
61	227/18	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
62	227/18	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
63	228	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750
64	228	Private crossing	roodkop-geleucche	875	875	1	1750	1750	1750	1750	1750	1750



65	228718	graze crossing	Veonburg-Elms	875	875	875	875	1	1750	1750
66	511	CLAVIS CLEAN CO	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
67	704	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
68	4175	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
69	448	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
70	4975	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
71	2212	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
72	639	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
73	6411	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
74	641	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
75	9210	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
76	5322	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
77	10475	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
78	10676	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
79	10677	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
80	11672	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
81	117215	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
82	1145	graze crossing	CLAVIS CLEAN CO	875	875	875	875	1	1750	1750
Total									143,500	143,500

"PREVIEW COPY ONLY"

A: BALFOUR - VILLIERS

SCHEDULE OF QUANTITIES : LEVEL CROSSINGS
HEIDELBERG INFRA DEPOT :

Crossing No.	Km Distance	Type of crossing	Between Stations	Level crossing				Qty of cuts required	Rate per m ²	Area (m ²) Section A	Value for Section A	Area (m ²) Section B	Value for Section B	Total Value
				AL	AR	BL	BR							
1	2.886	Public crossing	Balfour - Vaalrand	875	875	875	875	1	1,750		1,750			
2	6.493	Private crossing	Balfour - Vaalrand	875	875	875	875	1	1,750		1,750			
3	10.085	Private crossing	Balfour - Vaalrand	875	875	875	875	1	1,750		1,750			
4	11.720	Private crossing	Balfour - Vaalrand	875	875	875	875	1	1,750		1,750			
5	12.055	Private crossing	Balfour - Vaalrand	875	875	875	875	1	1,750		1,750			
6	14.075	Public crossing	Balfour - Vaalrand	875	875	875	875	1	1,750		1,750			
7	14.496	Private crossing	Vaalrand - Grootvlei	875	875	875	875	1	1,750		1,750			
8	15.754	Private crossing	Vaalrand - Grootvlei	875	875	875	875	1	1,750		1,750			
9	17.547	Private crossing	Vaalrand - Grootvlei	875	875	875	875	1	1,750		1,750			
10	18.725	Private crossing	Vaalrand - Grootvlei	875	875	875	875	1	1,750		1,750			
11	19.572	Public crossing	Vaalrand - Grootvlei	875	875	875	875	1	1,750		1,750			
12	21.256	Public crossing	Grootvlei - Bergsig	875	875	875	875	1	1,750		1,750			
13	22.750	Public crossing	Grootvlei - Bergsig	875	875	875	875	1	1,750		1,750			
14	23.850	Private crossing	Grootvlei - Bergsig	875	875	875	875	1	1,750		1,750			
15	24.821	Private crossing	Bergsig - Leeuspruit	875	875	875	875	1	1,750		1,750			
16	25.445	Private crossing	Bergsig - Leeuspruit	875	875	875	875	1	1,750		1,750			
17	27.025	Private crossing	Bergsig - Leeuspruit	875	875	875	875	1	1,750		1,750			
18	28.564	Public crossing	Gersonsmus - Leeuspruit	875	875	875	875	1	1,750		1,750			
19	31.071	Private crossing	Leeuspruit - Droëbult	875	875	875	875	1	1,750		1,750			
20	32.150	Private crossing	Leeuspruit - Droëbult	875	875	875	875	1	1,750		1,750			
21	34.140	Private crossing	Leeuspruit - Droëbult	875	875	875	875	1	1,750		1,750			
22	36.240	Private crossing	Leeuspruit - Droëbult	875	875	875	875	1	1,750		1,750			
23	39.275	Private crossing	Leeuspruit - Droëbult	875	875	875	875	1	1,750		1,750			
24	39.979	Private crossing	Droëbult - Vaaldraai	875	875	875	875	1	1,750		1,750			
25	42.900	Private crossing	Droëbult - Vaaldraai	875	875	875	875	1	1,750		1,750			
26	44.829	Public crossing	Vaaldraai - Villiers	875	875	875	875	1	1,750		1,750			
27	46.560	Private crossing	Vaaldraai - Villiers	875	875	875	875	1	1,750		1,750			
28	48.145	Private crossing	Vaaldraai - Villiers	875	875	875	875	1	1,750		1,750			
29	50.500	Private crossing	Vaaldraai - Villiers	875	875	875	875	1	1,750		1,750			
30	51.834	Public crossing	Vaaldraai - Villiers	875	875	875	875	1	1,750		1,750			
Total									52,500		52,500			

C: FIRHAM - VREDE

SCHEDULE OF QUANTITIES : LEVEL CROSSINGS
HEIDELBERG INFRA DEPOT :

Crossing No.	Km Distance	Type of crossing	Between Stations	Level crossing				Qty of cuts required	Rate per m ²	Area (m ²) Section A	Value for Section A	Area (m ²) Section B	Value for Section B	Total Value
				AL	AR	BL	BR							
1	0.507	Private crossing	Firham - Harvard	875	875	875	875	1		1,750		1,750		
2	2.296	Public crossing	Firham - Harvard	875	875	875	875	1		1750		1750		
3	3.779	Private crossing	Firham - Harvard	875	875	875	875	1		1750		1750		
4	4.546	Private crossing	Firham - Harvard	875	875	875	875	1		1750		1750		
5	7.742	Public crossing	Firham - Harvard	875	875	875	875	1		1750		1750		
6	10.300	Private crossing	Harvard - Dekullen	875	875	875	875	1		1750		1750		
7	10.959	Private crossing	Harvard - Dekullen	875	875	875	875	1		1750		1750		
8	12.231	Private crossing	Harvard - Dekullen	875	875	875	875	1		1750		1750		
9	13.897	Private crossing	Harvard - Dekullen	875	875	875	875	1		1750		1750		
10	15.247	Private crossing	Harvard - Dekullen	875	875	875	875	1		1750		1750		
11	16.800	Private crossing	Harvard - Dekullen	875	875	875	875	1		1750		1750		
12	18.733	Public crossing	Harvard - De Kullen	875	875	875	875	1		1750		1750		
13	21.231	Private crossing	Dekullen - Varkensvlei	875	875	875	875	1		1750		1750		
14	25.240	Private crossing	Dekullen - Varkensvlei	875	875	875	875	1		1750		1750		
15	27.641	Private crossing	Dekullen - Varkensvlei	875	875	875	875	1		1750		1750		
16	31.657	Public crossing	Varkensvlei - Ascent	875	875	875	875	1		1750		1750		
17	33.368	Public crossing	Varkensvlei - Ascent	875	875	875	875	1		1750		1750		
18	35.502	Public crossing	Varkensvlei - Ascent	875	875	875	875	1		1750		1750		
19	37.210	Private crossing	Varkensvlei - Ascent	875	875	875	875	1		1750		1750		
20	40.663	Public crossing	Varkensvlei - Ascent	875	875	875	875	1		1750		1750		
21	43.232	Public crossing	Ascent - Sonder	875	875	875	875	1		1750		1750		
22	44.979	Private crossing	Ascent - Sonder	875	875	875	875	1		1750		1750		
23	45.712	Private crossing	Ascent - Sonder	875	875	875	875	1		1750		1750		
24	47.764	Private crossing	Ascent - Sonder	875	875	875	875	1		1750		1750		
25	48.499	Private crossing	Ascent - Sonder	875	875	875	875	1		1750		1750		
26	51.494	Public crossing	Ascent - Sonder	875	875	875	875	1		1750		1750		
27	53.122	Public crossing	Sonder - Smalhof	875	875	875	875	1		1750		1750		
28	56.819	Private crossing	Sonder - Vrede	875	875	875	875	1		1750		1750		
29	59.061	Private crossing	Sonder - Vrede	875	875	875	875	1		1750		1750		
30	59.883	Private crossing	Sonder - Vrede	875	875	875	875	1		1750		1750		
31	63.500	Public crossing	Matts - Vrede	875	875	875	875	1		1750		1750		
32	65.500	Private crossing	Sonder - Vrede	875	875	875	875	1		1750		1750		
33	67.208	Private crossing	Sonder - Vrede	875	875	875	875	1		1750		1750		
Total										57,750		57,750		

Respondent's Signature

Date & Company Stamp

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.

6 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.

7 DELIVERY AND TITLE

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8 PRICE AND PAYMENT

8.1 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.

8.2 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.

9 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.

10 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.

11 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.

12 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.

13 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.

14 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.

15 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.

16 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.

17 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.

18 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.

19 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.

20 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.

21 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 9, 10, 11, 12 and 16. 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.

22 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	

Respondent's Signature

Date & Company Stamp

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”

Respondent's Signature

Date & Company Stamp

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]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd
	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> 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	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	

Respondent's Signature

Date & Company Stamp