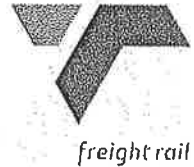


# RFQ / TENDER



Tender No: CRAC-KCG98

Vendor No: 11001386

BOARD LIST  
BOARD LIST  
TRANSNET FREIGHT RAIL  
PROCUREMENT DEPARTMENT  
2000

Purchaser : Buyisiwe Hlatshway  
Telephone : 011 584 0665  
Fax Number:  
  
Please quote reference:  
DJ2/6000586310

Deliver to:  
TFR Head Office  
Supply Chain Services  
2000 Johannesburg

Closing Date :12.02.2013  
Validity Date :31.05.2013  
RFQ No :6000586310

Currency: ZAR

RFQ/TENDER: CRAC-KCG-9876

THE CHEMICAL CONTROL OF VEGETATION ALONG THE TRACK BY MEANS OF HERBICIDES APPLIED BY AN ON TRACK MECHANISED METHOD ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREAS CONTROLLED BY THE INFRASTRUCTURE DEPOT ENGINEERS PORT ELIZABETH, EAST LONDON AND BELLVILLE.  
The RFQ documents are obtainable at the address below at a cost of R150,00 Per document.

TENDERS ARE HEREBY INVITED TO QUOTE AND SUMBIT QUOTATION/S AT INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN-JOHANNESBURG, NOT LATER THAN THURSDAY 07 FEBRUARY 2013 AT 10:00 AM, N.B. TENDER BOX IS

OPEN FOR 24-HOURS PER WEEK FOR DELIVERING YOUR QUOTATION/S.  
NB: PLEASE QUOTE AS PER ATTACHMENT SPECIFICATIONS.

1. RETURN OF QUOTATION/S PLEASE FAX: 011 774 9129 OR 774 9186 OR

E-MAIL TO: thuli.mathebula@transnet.net

1.1 QUOTATION/S MUST BE SUBMITTED PUNCTUALLY AT 10:00 ON THE CLOSING DATE AND LATE QUOTATIONS WILL NOT BE CONSIDERED.

1.2 IF DELIVERED BY HAND:

TRANSNET FREIGHT RAIL, SUPPLY CHAIN SERVICES  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
2193

2. CONDITIONS:

DATE: .....

SIGNATURE OF TENDERER(S): .....

CONTACT PERSON: .....

TEL No: .....

# RFQ / TENDER

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Date : 28.01.2013 2

## BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND

CONDITIONS OF CONTRACT, FORM US7(LATEST), GENERAL TENDER CONDITIONS, FORM CSS5 (LATEST ) AND CONDITIONS MENTIONED HEREIN.

2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.

2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES. PRICES SUBJECT TO REVIEW IN TERMS OF CLAUSE 32 OF FORM US7 WILL ONLY BE CONSIDERED SHOULD THE DELIVERY PERIOD REQUIRED EXCEED 6 MONTHS.

2.5 BEST DELIVERY TIME MUST BE OFFERED.

2.6 DISCOUNT (TRADE DISCOUNT),VALUE ADDED TAX (VAT) MUCH BE SHOWN SEPARATELY.

2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE OF THE QUOTATION.

2.8 DIRECT DELIVERY INTIMATES DELIVERY BEING EFFECTED INTO THE WAREHOUSE OR THE ACTUAL POINT OF SUPPLY AND SHOULD THEREFORE INCLUDE ANY TRANSPORTATION MODE DEEMED NECESSARY IN EXECUTING THIS METHOD OF DELIVERY BASIS IN ORDER TO MEET THE REQUIRED DELIVERY DATE. TAX CLEARANCE CERTIFICATES: The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No.25767 dated 5 December 2003, Clause 9 (1) (d), stipulates that the accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations. Tenderers will be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender. COMPANY DETAILS:

NAME OF COMPANY: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_ TEL. \_\_\_\_\_

No. \_\_\_\_\_ FAX No. \_\_\_\_\_ REG No. \_\_\_\_\_ BROAD BASE BLACK

ECONOMIC EMPOWERMENT (BBBEE) Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the past. Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business enterprises that possess a BBBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's- see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies)-"List of Full Members" as displayed on the ABVA website (www.abva.co.za) Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies. Enterprises will be rated by such agency based on the Following: 1. Large Enterprises (i.e. annual turnover > R 35 million: "Rating level base on all seven elements of the BBBEE scorecard. 2. Qualifying Small Enterprises-(QSE)(i.e. annual turnover > R5M but < R35m "Rating based on any four elements of the BBBEE scorecard. NB:

3. Emerging Micro Enterprises-(EME) (i.e. annual turnover < R5m) are exempted from being rated/verified: "Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition

"Black ownership > 50% or Black Women ownership > 30% automatically qualifies as level 3 BBBEE, i.e. 110% BBBEE recognition.

"EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership > 50% or Black Women ownership > 30% from the EME's Auditor/Accounting Officer.

4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value

DATE: .....

SIGNATURE OF TENDERER(S): .....

.....

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## BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

that will be allocated to such BBBEE companies should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and /or sub-contractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE TO DO SO WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED FOR BBBEE Turnover: Kindly indicate your company's annual turnover for the past year R \_\_\_\_\_

"If annual turnover < R5m, please attach certified confirmation from your Auditor/Accounting Officer

"If annual turnover > R5m please attach original or certified copy of accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

### PAYMENT TERMS

The following payment terms will apply as from 1 October 2008.  
"All suppliers will be paid 30 days from receipt of month and statement.  
i.e. payment term F055

### CONDITIONS:

This quotation is subject to the provisions of the Standard Terms and Conditions of Contract, Form US7, (Latest) and the General Tender Conditions, Form CSS5 (Latest) and any other standard or special conditions mentioned and/or embodied in the quotation request.

### SCHEDULE OF REQUIREMENTS

TENDERERS SHOULD INSERT THEIR PRICE/S UNDER THE APPROPRIATE HEADING HEREUNDER;

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF FORM CSS5 (LATEST).

NB. TENDERERS OFFERING GOODS FROM IMPORTED SUPPLIES MUST SUBMIT THEIR PRICES ON THE DELIVERY BASIS APPEARING UNDER COLUMN (C) OF THIS SCHEDULE OF REQUIREMENTS.

TRANSNET INSISTS ON HONESTY AND INTEGRITY BEYOND REPROACH AT ALL TIMES AND WILL NOT TOLERATE ANY FORM OF IMPROPER INFLUENCING, BRIBERY, CORRUPTION, FRAUD, OR ANY OTHER UNETHICAL CONDUCT ON THE PART OF BIDDERS

DATE: .....

SIGNATURE OF TENDERER(S): .....

.....

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## BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

/TRANSNET EMPLOYEES. IF, IN THE OPION OF TRANSNET,S CHIEF OPERATING OFFICER, A TENDERER/CONTRACTOR/SUPPLIER HAS OR CAUSED TO BE PROMISED, OFFER OR GIVEN TO ANY TRANSNET EMPLOYEE, ANY BRIBE, COMMISSION, GIFT LOAN ADVANTAGE OR OTHER CONSIDERATION,TRANSNET SHALL BE ENTITLED TO REVOKE THE TENDER/CONTRACT BY FOLLOWING ITS INTERNAL POLICIES THAT GOVERN THE ECLUSION PROCESS.IN SUCH AN EVENT TRANSNET WILL BE ENTITLED TO PLACE ANY TENDERER/CONTRACTOR/SUPPLIER WHO HAS CONTRAVENED THE PROVISIONS OF TRANSNET'S BUSINESS ETHICS ON ITS LIST OF EXCLUDED TENDERERS.THIS LIST WILL ALSO BE DISTRIBUTED TO ALL OTHER STATE OWNED ENTERPRISES AND GOVERNMENT DEPARTMENTS.

TRANSNET INVITES ITS VALUED SUPPLIERS TO REPORT ANY ALLEGATIONS OF FRAUD, CORRUPTION OR OTHER UNETHICAL ACTIVITIES TO TRANSNET TIP-OFFS ANONYMOUS, AT ANY OF THE FOLLOWING ADDRESSES/ CONTACT NUMBERS:

TOLL-FREE ANONYMOUS HOTLINE-0800 003 056  
EMAIL-transnet@tip-offs.com  
FAX NUMBER-0800 007 788  
FREEPOST DBN 298, UMHLANGA ROCKS, 4320

ADDITIONAL INFORMATION REQUIRED:(WHERE APPLICABLE)

3.1 THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:

- (A) DISCOUNT:-----
- (B) SETTLEMENT DISCOUNT:-----
- (C) PRICE/S FIRM:-----
- (D) PRICE/S FIRM UNTIL:-----THEREAFTER SUBJECT TO REVIEW.
- (E) PRICE/S NOT FIRM:-----
- (F) SABS MARK:-----
- (G) SABS PERMIT NO:-----
- (H) BRAND/MAKE/TYPE:-----
- (I) FULL NAME AND ADDRESS OF MANUFACTURER:-----

(J) FULL NAME AND ADDRESS OF INSPECTION POINT:  
-----  
-----  
-----

(K) COUNTRY OF ORIGIN:-----

(L) YEAR 2000 CONTRACT COMPLIANCE:

Vendor/proposers shall indicate their year 2000 compliance with:

- A. Technology Products.
- B. Equipment, products, components or parts
- C. Products and Services

Non- compliance with either (A) or (B) shall result in your bid/ proposal being deemed non-responsive. Non-Compliance with (C) may cause you bid/proposal to be deemed non-responsive. If you indicate that

DATE: .....

SIGNATURE OF TENDERER(S): .....

.....

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## BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

none of the following apply, please provide a written justification for your determination. Transnet will review this justification and will make a final determination.

Year 2000 Compliance means that (A) the information Technology, (B) Equipment/Products/Components/Parts (Collectively Products) supplied.

(C) Products and Services contracted, will accurately process date and time data from into and between the 20th and 21th centuries. The year 1999 and 2000 and for all leap year. Process date and time includes, but is not limited to, data calculation, logistical functions, program branching, format conversion, edits and validations and the use of dates in comparasons, sorting sequencing, merging, retrieving, searching and indexing. Furthermore year 2000 compliance when (A) used in combination with other information technology, (B) used in combination with other products, (C) used in combination with their(Vendor) other date required interfaces, shall accurately process date and time data (A) if the other technology, (B) If the other products, (C) either passed to or received from their other customers/suppliers, properly exchange date and time data with it/ them.

Comply: \_\_\_\_\_ Does not Comply: \_\_\_\_\_ Not Comply: \_\_\_\_\_

Justification:-----

### (M) SURPLUS MATERIAL:

TENDERERS MUST INDICATE IF THEY WILL BE PREPARED TO PURCHASE BACK FROM TRANSNET ANY SURPLUS MATERIAL WHICH MAY BECOME AVAILABLE FROM ANY RESULTING PURCHASE ORDER/CONTRACT ORIGINATED FROM THE QUOTATION SUBMITTED:

### (N) PAYMENT OVERSEAS:

ONLY IF TRANSNET LIMITED IS REQUESTED BY THE TENDERER TO EFFECT PAYMENT OVERSEAS DIRECT TO THE TENDERER'S PRINCIPAL/SUPPLIER THE FOLLOWING INFORMATION IS REQUIRED:

\* EXCHANGE RATE ON WHICH THE QUOTATION PRICE IS BASED:R 1.00 SA CURRENCY BEING EQUAL TO------(FOREING CURRENCY).

\* PERCENTAGE IN RELATION TO THE QUOTATION PRICE TO BE REMITTED OVERSEAS:

\* NAME OF COUNTRY TO WHICH PAYMENT IS TO BE MADE:

\* APPLICABLE DATE OF EXCHANGE RATE:

\* BENEFICIARY'S NAME AND FULL ADDRESS:

DATE: .....

SIGNATURE OF TENDERER(S): .....

.....

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Date : 28.01.2013

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BOARD LIST  
TRANSNET FREIGHT RAIL  
PROCUREMENT DEPARTMENT

.....  
\* BENEFICIARY'S BANKERS AND FULL ADDRESS:  
.....  
.....

.....  
\* APPLICABLE ACCOUNT NUMBER:  
.....

(O) DELIVERY DATE:

TENDERERS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURING PERIOD  
HEREUNDER NOTWITHSTANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.

THE FOLLOWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:

1. PERIOD REQUIRED TO OBTAIN RAW MATERIAL.----(DAYS)
2. MANUFACTURING PERIOD.------(DAYS)
3. PERIOD TO TRANSPORT MATERIAL TO DESTINATION.-(DAY)

MATERIAL NO.    1.(PERIOD)    2. (PERIOD)    3. (PERIOD)

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

Item                      Qty                      Material                      Description

00010                      1                      Chemical control of vegetation along the

R.....  
Each

Delivery Date: 18.02.2013

FULL DETAILS OF DESCRIPTION

“PREVIEW COPY ONLY”

DATE: .....

SIGNATURE OF TENDERER(S): .....

.....

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**CONTENTS**

PART A	:	GENERAL
PART B	:	VEGETATION CONTROL
PART C	:	SCHEDULE OF QUANTITIES AND PRICES

**“PREVIEW COPY ONLY”**

## SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

## PART A: GENERAL

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**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS****A1. SCOPE OF WORK**

This contract covers the control of vegetation including declared weeds and declared invader plants by means of chemical herbicides (or alternative approved methods) applied by spray train on Transnet property in the geographical areas controlled by the Infrastructure Depot Engineers: Bellville, Port Elizabeth and East London depots (open lines), to the extent that area(s) treated chemically or otherwise in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the period specified herein.

The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

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

**A2. SUFFICIENCY OF TENDER**

A2.1 The contract will only be awarded to a tenderer who has experience in the application of herbicides in Southern Africa, as stipulated in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.

A2.2 A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), 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.

**A3. DURATION OF CONTRACT**

The work provides for the control of vegetation for a period of six months commencing on the date of notification of acceptance of tender with TFR.

**A4. COMPLIANCE WITH STATUTES**

A4.1 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 Fertilisers, 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).

A4.2 The Contractor's authorised representative 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 Officer shall be in direct control of work taking place on site.

**A5. GENERAL**

Notwithstanding what is stated in the Notice to Tenderers, Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible. TFR may conclude one or more contracts as a result of this tender.

**A6. GUARANTEES**

A6.1 Guarantees/Sureties will not be required in terms of this contract.

A6.2 Retention money will not be deducted from payments.

**A7. TO BE PROVIDED BY TFR**

The following material, equipment and services will be provided free of charge by TFR where required:

A7.1 In the case of a contract for vegetation control on open lines the following will be provided:

A7.1.1 Water as required from TFR'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.

A7.1.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Technical Officer shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A7.1.3 The plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to TFR 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.

A7.2 In the case of a contract for vegetation control on mainly open lines, where a weed spraying train will be used, the following will be provided:

A7.2.1 Motive power and train crews for the movement of the complete weed spraying train as an independent work train.

A7.2.2 The Technical Officer or his/her deputy will be present during all weed-spraying operations to arrange train movements and observe the work done by the Contractor.

A7.2.3 Transportation of the Contractor's plant, employees, chemicals, spares, lubricants and fuel by means of the spray train, when in use.

A7.2.4 Haulage of the spray train when not in use, provided that these movements are reasonable and conform to a programme agreed in advance between the Contractor and the Technical Officer in respect of one pass only during the contract. Two of the Contractor's employees may accompany the spray train during train movements when not spraying. Haulage will also be provided for the calibration of spraying equipment.

A7.2.5 Haulage of the spray train for track spraying to enable the Contractor to make **one pass ONLY**. If special reasons exist, and provided that the Contractor had declared in his/her tender the necessity to make a split application, the Technical Officer may approve a second pass but no undertaking is given that an additional pass will be approved.

**A8. CARE OF EQUIPMENT PROVIDED BY TFR**

In the event of any equipment being provided by TFR such equipment shall be used in the most careful and economical way and the Contractor shall take all necessary care to prevent loss or damage.

**A9. CHARGES FOR USE OF SPRAY TRAIN**

A9.1 At no cost to the Contractor, the Contractor will be allowed one complete pass with the spray train over lines that have to be sprayed.

**A10. TO BE PROVIDED BY THE CONTRACTOR**

A10.1 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.

A10.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

A10.3 In the event of follow up hand spraying 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.

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

The 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.

**A11. SCHEDULE OF QUANTITIES AND PRICES**

A11.1 The quantities in the schedule 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 schedule (prepared in ink) for the Works.

A11.2 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

A11.3 The short descriptions of the items in the schedule are for identification purposes only. The TFR General Conditions of Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the

contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

**A12 CONTRACT PRICE ADJUSTMENT FORMULA**

A12.1 This contract will not be subject to price adjustments.

**A13. EVALUATION OF TENDERS**

A13.1 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the tender to be evaluated as described above.

**A14. SITE MEETINGS**

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

**A15. SITE BOOKS**

A15.1 The Site Instruction Book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

A15.2 The site diary shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

A15.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.

A15.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.

A15.5 Receipt of materials supplied by TFR shall be recorded in the "Day Book".

**A16. INFORMATION TO BE PROVIDED WITH TENDER**

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

A16.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.

A16.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by TFR.

A16.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

A16.4 The Schedule of Quantities and Prices must be completed in full.

A16.5 An undertaking that all spraying equipment will be ready for operation and that the spraying can commence timeously, to comply with requirements of the contract.

A16.6 A list of registered products to be used in the work, supported by specimen labels, indicating:  
Trade name

Generic name  
Registration Number  
Ingredients (type and content) as shown on the label  
Application rates

The Technical Officer's approval shall first be obtained for use of other herbicides.

- A16.7 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.

The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The herbicides so specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

The Contractor shall not depart from the minimum material usage tendered, without approval from the Technical Officer.

- A16.8 The work programme stating number of units, which may have to be hauled on the site and the distance involved. This will be used for evaluation purposes.

- A16.9 A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.3, must be submitted.

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PROJECT SPECIFICATION FOR  
VEGETATION CONTROL  
PART B

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**B1. SCOPE**

- B1.1 The scope of the work consists of mainly open lines as indicated in the Schedule of Quantities and Prices.
- B1.2 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.
- B1.3 The essence of the contract is that TFR requires the control of living vegetation, and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks, or other areas included in the contract.

The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. TFR, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of medium-term ( up to 6 months) control of vegetation. Such right of monitoring shall be entirely without prejudice to TFR and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

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

- B1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

**B2. DEFINITIONS****B2.1 CONTROL**

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

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

- B2.1.1 Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an *on-going basis* and not only at the time of measurement and payment inspections.

**B2.2 WORKLOTS**

- B.2.2.1 A WORKLOT is a subdivision of any area on which the Contractor shall control vegetation.

- In the case of running lines and loops (irrespective of the method of work) a worklot will consist of a 1.2m wide strip, starting 1.5m from the track centerline, (this starting distance can vary from line to line and will be clarified by the Technical Officer or his/her deputy prior the start of the spraying program) and 250m long (i.e. an area of 300m<sup>2</sup> measured parallel to the centre line of the track). Weed control could be required on the left or right or both sides of the track. Should spray patterns partially overlap on multiple lines the full width of the worklot will be measured independently and the Contractor will receive the benefit of any overlap, which may occur. The Contractor must ensure that the spray swath, irrespective of what distance from the centre line is decided on, does not extend beyond the closest edge of the concrete drain in cuttings or beyond bank shoulders. In such cases the Contractor must make the necessary adjustments so that environmental damage can be avoided.

In the case where the entire profile is to be sprayed a worklot will generally be a strip of 6m wide, symmetrical to the track centre line and 50m long, i.e. 300m<sup>2</sup>. Should the Project Manager direct the spraying of multiple tracks on the same basis as for single lines adjacent worklots might overlap.

- On open lines all worklots are identifiable by the kilometre markers next to the railway line at regular 500m intervals, or appropriate mast poles.
- In the case of yards and areas, where the spray train or spray unit cannot be programmed for weed control, a worklot will be areas of 300m<sup>2</sup> each.

B2.2.2 A provisional worklot is any area or combination of areas totaling a maximum of 300m<sup>2</sup> in the case of open lines.

B2.3 Formation is the finished earthworks surface upon which the track is laid.

B2.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).

~~B2.5 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance mark of the facing points.~~

~~B2.6 Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping areas within the railway reserve.~~

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

B2.7 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

B2.8 Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

B2.9 A staked cable route is the area directly beneath or adjacent to places where signal or other cables are suspended above ground level. Such routes are not necessarily adjacent to track work.

### **B3. METHOD OF VEGETATION CONTROL**

B3.1 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 yards 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.

B3.2 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 B4 will be permitted.

B3.3 Vegetation control in terms of the contract will normally be required in respect of yards, depot and ancillary areas, where applicable. The type of herbicides and the methods of application to be employed are as specified by the Contractor per Part A and are subject to the approval of, and monitoring by the Technical Officer.

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.

B3.4 Any deviation from the method of work submitted as per clause A16.7 by the Contractor shall be subject to the approval of the Technical Officer.

B3.5 RUNNING LINES

The Contractor may use rail mounted spraying equipment or other means approved in writing by the Technical Officer.

B3.6 YARDS, DEPOTS/AREAS

Not applicable.

#### **B4. STANDARDS OF WORKMANSHIP**

B4.1 Standard of vegetation control for individual worklots.

B4.1.1 Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150mm in any dimension, occurring in the worklot, nor more than fifteen (15) live plants of any lesser size.

This excludes overhanging canopy growth of plants: -

- (i) with rootstock established entirely outside the worklot.
- (ii) with rootstock established on the boundary of the worklot, provided that:
  - control was achieved over the remainder of the worklot.
  - a clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the worklot.
  - the Contractor took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly.
  - The boundary concerned is not the boundary of an adjoining worklot.

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

B4.1.2 ~~In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 150mm in height and of a density such that it constitutes a hazard, hindrance or danger to TFR operations, trucks or equipment in the area.~~

- B5.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work;
  - monitoring the standard of weed control achieved;
  - identifying any damage or hazards which may have been caused by the weed control operation, and
  - planning of timeous execution of remedial work where control is not being achieved.
- B5.4 The Contractor's programme shall allow for commencement with the initial application of chemicals at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than three weeks after commencement of the initial application.
- B5.5 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.
- B5.6 The Contractor shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

## **B6. PERFORMANCE MONITORING AND EVALUATION**

- B6.1 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.
- B6.2 The Technical Officer 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 Technical Officer to re-treat entire worklots or sections where such chemicals were applied.
- B6.3 The Technical Officer will during the contract period carry out **two** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.
- B6.3.1 The first inspection shall be done within 6 weeks after completion of the Contractor's initial spraying programme and after he has notified the Technical Officer that he/she has inspected the work and that control has been achieved.
- B6.3.2 The second and final inspection of the season will be carried out at, or within 12 weeks after completion of the Contractor's initial spraying programme and after he/she has notified the Technical Officer that he/she has inspected the work and that control has been achieved.
- B6.3.3 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".
- B6.4 The rejection of worklots that do not comply with the standard of control for individual worklots will be final and valid for that inspection.

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

WESTERN REGION

SCHEDULE OF QUANTITIES AND PRICES - ONCE OFF APPLICATION 2013

PORT ELIZABETH + EAST LONDON + BELLVILLE:

Item	Section Description	Distance km	Spray Swath m	AREA (m <sup>2</sup> )	AREA Ha	Total annual Worklots 300m <sup>2</sup>	Rate per Worklot	Sub Total
<b>1</b>	<b>PORT ELIZABETH DEPOT</b>		1.2					
1.01	DE AAR to PORT ELIZABETH	525.00	1.2	1 260 000.00	126.00000	4 200.00000	R	-
1.02	KLIPPLAAT to SWARTKOPS	185.00	1.2	444 000.00	44.40000	1 480.00000	R	-
1.03	OUDTSHOORN to MOSELBAY	125.00	1.2	300 000.00	30.00000	1 000.00000	R	-
	<b>Sub Total</b>	<b>835.00</b>		<b>2 004 000.00</b>	<b>200.40000</b>	<b>6 680.00000</b>	R	-
<b>2.00</b>	<b>EAST LONDON DEPOT</b>							
2.01	QUEENSTOWN to BLANEY	232.2400	1.2	278 688.00	27.86880	928.96000	R	-
	<b>Sub Total</b>	<b>232.24</b>		<b>278 688.00</b>	<b>27.86880</b>	<b>928.96000</b>	R	-
<b>3.00</b>	<b>BELLVILLE DEPOT</b>							
3.01	LAINGSBURG to BEAUFORT WEST	246.4900	1.2	591 576.00	59.15760	1 971.92000	R	-
	<b>Sub Total</b>	<b>246.49</b>		<b>591 576.00</b>	<b>59.15760</b>	<b>1 971.92000</b>	R	-
	<b>TOTAL</b>	<b>1313.73</b>		<b>2874264.00</b>	<b>287.42640</b>	<b>9 580.88000</b>	R	-

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

#### B4.2 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 Technical officer prior to work starting.~~

#### B4.3 Overall control

B4.3.1 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;

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

B4.3.2 The standard of "Overall Control" to be provided on each district by the Contractor shall be:

Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	90
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B4.3.3 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 Executive Officer to act in terms of the General Conditions of Contract.

### B5. PROGRAMME OF WORK

B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 1 weeks from the date of notification by TFR of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

B5.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,

B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,

B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.

B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,