



Transnet Freight Rail
an Operating Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

ISSUE DATE	:	17 FEBRUARY 2012
CLOSING DATE	:	28 FEBRUARY 2012
OPTION DATE	:	30 APRIL 2012
CLOSING TIME	:	10H00
BRIEFING DATE	:	24 FEBRUARY 2012
BRIEFING TIME	:	10H00
VENUE	:	ANCHOR BOARD ROOM, MILLSITE, RUGERSDORP

FOR DIRECTION PLEASE CONTACT: Matsheni Fakude: (011) 950-1269 / 083 299 8167

TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG

Respondent's Signature

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Date and Company Stamp



RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. Background, Overview and Scope of Requirements
3. Quotation Form
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. Pricing & delivery schedule
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate Of Attendance Of Information Briefing Session
10. Schedule of Plant
11. Minimum Communal Health Requirements (E4B)
12. Safety Arrangements and Procedural Compliance (E4E)
13. Non Disclosure Agreement
14. Tender safety Clauses and Questionaire
15. Supplier Code Of Conduct
16. SDF (Supplier Declaration Forms)



SECTION 1

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

NOTICE TO BIDDERS

1. Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after **Friday, 17 February 2012** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Tender Advice centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. **During office hours 08h00 to 15h00**. A non-refundable Quotation fee of **R150.00** (Inclusive of VAT) is applicable per quotation. Payment is to be made to Transnet Freight Rail, **Standard Bank Account number 203158598, Branch Code, 004805**. The deposit slip must reflect the RFQ number and the Company Name. Receipts to be presented prior to collection of the RFQ's. **RFQ documents to be collected until Thursday, 23 February 2012 before 15h00.**

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Anchor Board Room, Millsite, Krugersdorp, on 24 February 2012 at 10h00.
Contact Person Matsheni Fakude (011): 950-1269 / 083 299 8167.

NOTE:

***** (Very Important) *****

- Respondents failing to attend the compulsory briefing session and site visit will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
- The information briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.
- Respondents to provide own Transportation, Beverages and Accommodation.
- Reflective Jackets and Safety Shoes to be worn when visiting the site.
- Respondents, who do not comply with all of the above, will be disqualified immediately on site.
- No facsimile-, telegraphic-, or e-mail tenders/quotations will be accepted.



For specific queries before the closing of the RFQ, the following TRANSNET Freight Rail employee(s) may be contacted by email only:

Name : Lindi Khambule
Division : Transnet Freight Rail, (SCS) Procurement
Email : Lindi.Khambule@transnet.net
Tel : (011) 584-0634

3. Quotations **in duplicate** must reach the The Chairperson, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No : CRAC-KGG-8350
Description : Cutting of Trees & Bushes to a Maximum Height of 300 mm and the treatment of tree stump with an Approved Herbicides between Veertienstomme to Mafikeng along the Rail Reserve under the Geographical area controlled by the Depot Engineer, Krugersdorp, for a period of one (1) year.
Closing date and time: 28 February 2012 at 10h00
Closing address (refer options paragraph 4 below)

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the, The Chairperson, TRANSNET Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, TRANSNET Freight Rail Acquisition Council RFQ box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, and should be addressed as follows:

◆ **THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.



- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairman, Transnet Freight Rail and a signature obtained from that Office.

THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

5. Please note that this RFQ closes punctually at **10:00 on Tuesday 28 February 2012**.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

Respondent's Signature

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Date and Company Stamp



TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would 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-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Turnover: Indicate your company's most recent annual turnover:



R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:
.....

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

13 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which are appended hereto at Annexure A.

14 COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Chairperson of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9486/9494 or fax no. 011 774 9186 on any matter relating to its RFQ response.

15 RFQ SCHEDULE



Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

16 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. **A duplicate** set of documents is required. This second set can be a copy of the original signed Quotations.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest BBBEE Certificate;
 - Respondent's valid Tax Clearance Certificate.

17 COMPLIANCE

The successful Respondent (hereinafter referred to as the "**Supplier**") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

18 ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

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

19 DISCLAIMERS

Respondent's Signature

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Respondents are hereby advised that 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. In particular, please note that Transnet reserves the right to:

- modify the RFQ Services 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
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

20. LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel. Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

Respondent's Signature

Date and Company Stamp



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

Preview Copy Only

Respondent's Signature

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Date and Company Stamp



SECTION 2

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATION

PART A – GENERAL

PART B – PROJECT SPECIFICATION

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

A. GENERAL

A1 SCOPE OF WORK

This contract covers the control of vegetation, including trees, bush, declared weeds, declared invader plants and reeds to a maximum height of 300mm and the treatment of tree stump with an approved herbicide between Welverdiend and Litchenburg, by means of portable and/or other approved equipment or methods on Transnet Freight Rail property. This work is to be done in the geographical area controlled by the Depot Engineer, Krugersdorp, to the extent that vegetation treated chemically or otherwise in terms of this contract is kept under control, 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 fields of vegetation control, industrial herbicide application, and the felling of tall and problematic trees in Southern Africa. Documentation supporting claims of competency must be provided and will be used in the evaluation of

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the tender. A statement of similar works successfully carried out by the tenderer (E.4C) is to be included in the tender documents.

- A2.2 Consideration will also only be given to tenderers who have suitable and sufficient equipment for this type of work and expertise in the use thereof. Such equipment should, inter alia, at least include extension ladders (extendable to 10.7 metre), block and tackles, cherry picker (or access thereto), Brush cutters, Chain saws, etc.
- A2.3 A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory) must be submitted with the tender. 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 one year commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

A4 COMPLIANCE WITH STATUTES

- A4.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;
- The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
 - The Hazardous Substance Act (Act 15 of 1973) as amended.
 - The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
 - The Environmental Conservation Act (Act 73 of 1989).
 - SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
 - Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
 - Common law of nuisance.
 - Mountain Catchment Area Act (Act 63 of 1970).
 - The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
 - The Occupational Health and Safety Act (Act 85 of 1993)
 - The National Veld and Fire Act, Act 101 of 1998
- A4.2 Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator**, specialising in the field of industrial weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

A5 RETENTION MONEY

Retention money (see clauses 27.2 and 27.3 of the E.5 (MW)) will not be deducted from payments.

A6 TO BE PROVIDED BY TRANSNET FREIGHT RAIL



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

- A6.1.1 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.
- A6.1.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer or his/her deputy, but will have to coincide with normal track inspections carried out by the inspection/technical staff of the Depot. The Technical Officer or his/her deputy shall be given timeous notice (4 calendar weeks) of the Contractor's intention to inspect.

A7 TO BE PROVIDED BY THE CONTRACTOR

- A7.1 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.
- A7.2 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.

- A7.3 The Contractor shall appoint at each work site 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.

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

The personnel of the contractor shall at all times during bush and tree felling operations wear reflective safety jackets. These reflective 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 Technical Officer or his/her deputy.

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.

A8 SCHEDULE OF QUANTITIES AND PRICES

- A8.1 The quantities in the Schedule of 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.



A8.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

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.

A8.3 The short descriptions of the items in the Schedule are for identification purposes only. The Transnet E5 (MW) General Conditions of Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Prices.

A9 CONTRACT PRICE AND ADJUSTMENT FACTOR

No contract price adjustment will be applicable in this contract. Any price increase due to escalation will be for the Contractor's account and any price decrease will be to his/her benefit.

A10 VALUE-ADDED TAX

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.

A11 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.

A12 SITE BOOKS

A12.1 The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical Officer for the duration of the contract.

A12.2 The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.

A12.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical Officer or his/her deputy.

Respondent's Signature

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Date and Company Stamp



A13 INFORMATION TO BE PROVIDED WITH TENDER

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

- A13.1 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.
- A13.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- A13.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A13.4 The Schedule of Prices must be completed in full.
- A13.5 A completed Schedule of Plant (E.4D) and an undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A13.6 A list of registered herbicides 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

Where herbicides are to be used for stump treatment it is required that a suitable colourant be added to the herbicide or that a herbicide containing a colourant be used. Detail of the colourants, and with which products they are to be used, must be provided.

The Technical Officer or his/her deputy's approval shall first be obtained for use of other herbicides.

- A13.7 A description of the methods to be used for controlling the vegetation must be provided. Where herbicides are to be used the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, and any other relevant information must be given.

The methods of vegetation control, description and rates of herbicidal application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor.

The Contractor shall not depart from the methods of vegetation control or minimum herbicide usage tendered, without approval from the Technical Officer or his/her deputy.

- A13.8 **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 A4.2, must be submitted.**
- A13.9 The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer (see clause para 2.1 and 2.2 of E5 (MW))



A14 PENALTIES FOR LATE COMPLETION

The provisions pertaining to “penalties for late completion” stipulated in the Transnet E5 (MW) General Conditions of Contract shall not apply to this contract.

B. PROJECT SPECIFICATION

B1 SCOPE

B1.1 The scope of the work covers the control of vegetation to a maximum height of 300mm and the treatment of tree stump with an approved herbicides between Waverdiend and Litchenburg within selected sections of the rail reserve on either side of the railway line(s), included certain yard areas. This work is to be done in the geographical area controlled by the Depot Engineer, Krugersdorp.

B1.2 **Certain protected plant species and desirable plants are not to be controlled or removed and this plant material will be identified by the Technical Officer or his/her deputy) prior to the start of the Contractor’s program.**

B1.3 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.

B1.4 The essence of the contract is that Transnet Freight Rail requires vegetation to be brought under control and maintained at a certain standard as specified, for the duration of the contract period.

B1.5 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

B1.6 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.

B2 DEFINITIONS

B2.1 CONTROL

Control is achieved when;

- Woody and certain plant material, i.e. trees, bush, declared weed, declared invader plants and reeds, has been cut back to a height of 0.3 metre and that the remaining stumps and growth cease to exist as living organisms or entities (killed),
- No new growth, such as seedlings or saplings, of woody plant material and reeds, of any height, occur,



- Plant material, other than woody plant material and reeds stipulated above, remains alive,
- All cut, dead or dry remains of any vegetation within the treated area are completely removed from Transnet Freight Rail property, or to sites designated on Transnet Freight Rail property by the Technical Officer or his/her deputy,
- All branches of plants, outside the area to be controlled, which protrude or hang over into the area to be controlled, are removed.

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

B2.1.2 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

B 2.2 WORK AREA

The area to be controlled consists of a strip of 5 metre wide along sections on either side of the railway line(s) specified in paragraph B1.1 unless otherwise stipulated by the Technical Officer or his/her deputy. These strips will run parallel to the railway line(s). The starting distance of the inner dimensions of these strips, i.e. closest to the railway line, will be 8 metre measured from the centre of the closest railway line. See sketch (Annexure 1). On yards it is the area parallel to the outermost rail and measured 8 metre from the centerline of the outermost rail, or as otherwise stipulated by the Technical Officer.

For the purpose of this contract the work will be measured either in square metre or individually as stipulated in the Schedule of Prices. The work to be done will be subdivided into sections as stipulated in the Schedule of Prices.

Transnet Freight Rail may conclude one or more contracts as a result of this tender.

B 2.3 MODERATE TO DENSELY POPULATED GROWTH (GROUP A)

Group "A" is vegetation growth that is moderate to heavily dense and is not practical to count the individual trees or bushes for the purpose of this tender.

This Group (A) will be measured in square meters (m²) as indicated in the schedule of quantities.

B 2.4 INDIVIDUAL TREES (GROUP B)

Individual trees, which for this contract are quantifiable into individual trees and classified according to girth in into classes, indicated in the schedule of quantities.

B 2.5 TECHNICAL OFFICER OR HIS/HER DEPUTY

The Technical Officer pertaining to this tender will be the Junior Manager (Technical Support) of the Infrastructure Maintenance Depot, Polokwane, and his/her deputy would be a person he/she has delegated the responsibility to in his/her absence.

B 2.6 ELECTRICAL OFFICER OR HIS/HER DEPUTY



The Electrical Officer pertaining to this tender will be the Engineering Assistant (Electrical department) of the Infrastructure Maintenance Depot, Krugersdorp.

B3 METHOD OF VEGETATION CONTROL

- B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.
- B3.2 Plant material, other than woody material and reeds stipulated in clause B2.1, such as grasses and herbaceous plants are to remain alive to prevent soil erosion.
- B3.3 Burning and hoeing ("Skoffeling"), of plant material will not be allowed as a method of control. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used.
- B3.4 Any deviation from the method of work submitted as per clause A13.1 by the Contractor shall be subject to the approval of the Technical Officer.
- B3.5 Where plant material, stipulated in clause B1.2 and B3.2, is severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

B4 STANDARDS OF WORKMANSHIP

- B4.1 Plant material, other than woody plant material and reeds, must be alive.
- B4.1.2 Cut woody plant material, i.e. trees, bush, declared weed and plant invaders, as well as reeds must cease to exist.
- B4.1.3 There must be no cut, dead, or dry remains of any vegetation within the treated area. In instances where the Contractor is allowed to stack vegetative material elsewhere in the rail reserve, this material will be neatly stacked according to the requirements of the Technical Officer or his/her deputy. Branches of bushes and trees must be cut in sections of one metre or less before stacking.
- B4.2 OVERALL CONTROL
- B4.2.1 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;

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

- B4.2.2 The minimum percentage of the total work that shall comply with the standard of control, shall be 80%. This measurement will be applicable for each inspection carried out during the term of the contract.



B4.2.3 Failure by the Contractor to achieve the standard of “Overall Control” shall enable the Project Manager to terminate the Contract in terms of Clause 33 of the Transnet E5 (MW) 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 2 weeks from the date of notification by Transnet Freight Rail.

B5.1.1 Transnet Freight Rail requires that the initial works be completed within **12 weeks** from the date of notification by Transnet Freight Rail.

B5.2 The particulars to be provided in respect of the Contractor’s vegetation control program 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,

B5.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of :

- ascertaining factors that could influence the work;
- monitoring the standard of vegetation control 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.

B5.4 In addition to the annual program provided for in terms of B5.1, the Contractor shall submit daily working programs 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 program 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 or his/her deputy shall at any time during the operation 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. The Technical Officer may order the Contractor to retreat entire sections where such chemicals were applied.

B6.3 The Technical Officer or his/her deputy shall, during the contract period, carry out three official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved.

The Technical Officer or his/her deputy will inform the Contractor 14 days in advance of the program of these inspections and will arrange the transport such, that adequate space and time is available for the purpose of the inspection.

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 or his/her deputy.

B6.3.1 The first inspection will take place at or within 2 weeks after completion of the Contractor's initial program and at which time control as described in B2.1 shall have been achieved.

B6.3.2 The second inspection will take place at or within 2 weeks after **25 weeks** from the date of notification by Transnet Freight Rail, and will be evaluated on the specified level of control as described in B2.1.

B6.3.3 The third and final inspection of the season will be carried out at or within 2 weeks after **48 weeks** from the date of notification by Transnet Freight Rail. and will be evaluated on the specified level of control as described in B2.1.

B6.3.4 During each of these inspections the area treated will be measured and evaluated. Any area, measured in square metre, which does not comply with the specified level of control, will be recorded as rejected work.

B6.4 The rejection of work that does not comply with the standard of control will be final and valid for that inspection.

The Contractor may contest the rejection by the Technical Officer or his/her deputy **only** at the time and place of rejection.

The rejection of work at 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.



B6.5 In the case where the Technical Officer or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a “disputed work”. The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the General Conditions of Contract for Maintenance Works, E5 (MW).

B6.6 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Contractor for that inspection.

B7 REMEDIAL WORK

B7.1 The Contractor shall carry out remedial work to all work where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of cut, dry or dead growth from the controlled work area.

B7.2 The Technical Officer 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 Technical Officer for his/her approval. Failing to do so the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

B8 DAMAGE TO FAUNA AND FLORA

B8.1 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. The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crop vegetation or property, or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

B8.3 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.



B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

B8.5 **Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.**

B9 MEASUREMENT AND PAYMENT

B9.1 Payment will be based on the numbers of square metre and/or individual trees treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B2.1.

B9.2 No payment will be made for rejected work where control achieved does not meet the standards of control specified.

B9.3 Measurement and payment for the work completed will be made in 3 stages as follows:

B9.3.1 After completion of the initial program of the entire contract area the Technical Officer or his/her deputy and the Contractor will measure and evaluate the work performed in terms of clause B6.3.1 (number of square metre treated). The Contractor will thereafter receive payment at **40%** of the rates tendered for all work where control as specified has been achieved.

B9.3.2 A second measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause B6.3.2. The Contractor will thereafter receive payment at **30%** of the rates tendered for all work where control as specified has been achieved.

B9.3.3 A third measurement and evaluation will be made concurrent with the third official inspection conducted in accordance with clause B6.3.3. The Contractor will thereafter receive payment at **30%** of the rates tendered for all work where control as specified has been achieved.

B9.4 The rates and prices tendered in the Schedule of Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

10. GENERAL INFORMATION

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the

11. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder

Respondent's Signature

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Date and Company Stamp



only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

(a)	ZAR1.00 (South African currency) being equal to (foreign currency).% in relation to tendered price(s) (.....) to be remitted overseas by Transnet.
(b) (Name of country to which payment is to be made)
(c)	Beneficiary details : Name (Account holder) Bank (Name and branch code)..... Swift code Country
(d) (Applicable date of Exchange Rate used)

12. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
-----	--

NO	
----	--

13. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

.....



.....

(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

.....

14. REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Work	Person	Details	Completed
------	--------	---------	-----------

Respondent's Signature

Date and Company Stamp



15. EVALUATION CRITERIA

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Competitive Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Compliance to specification
- Fit for purpose
- Risk / Safety plan
- Technical capacity / resources
- Delivery / schedule
- BBBEE Score Card

16. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the service.

17. INDEMNITY CLAUSE:

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

Respondent's Signature

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Date and Company Stamp



SECTION 3

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

QUOTATION FORM

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

carrying on business under style or title of (trading as)

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of Service Fees in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

Respondent's Signature

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Date and Company Stamp



I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotation afresh and/or having to accept any less favourable Quotations.

I/We accept that any contract resulting from this offer will be for a period of only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ (State alternative validity period/date).



TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company’s Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFQ is submitted.

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

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

 Respondent’s Signature

 Date and Company Stamp



PRICE BASIS

i) The respondent must state hereunder whether the price(s) quoted, is/are firm for the duration of any resulting contract

YES / NO _____

If “NO” for what period are you prepared to hold the prices firm?
Prices must be firm for the first 12 months

ii) Tenderers where firm prices are quoted for the duration of any resulting order and / or contract will receive precedence over prices which are subject to adjustment.

iii) If price (s) is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the respondent is specially directed to clause 9 of the Standard Terms and Conditions of Contract, Form US7.

REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company’s Registration Certificate with their Quotation.

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent’s domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information will have to be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

YES	
-----	--

NO	
----	--

DECLARATION

Respondent’s Signature

Date and Company Stamp



Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

YES		NO	
-----	--	----	--

If YES, please indicate below:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
 PARTNER/SHAREHOLDER

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with Transnet)

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

- Bidders – Section 1
- and overview – Section 2
- Form – Section 3
- Board of Directors (Respondent’s Representative) - Section 4
- of Acquaintance with RFQ Documents – Section 5
- Section 6
- Order Conditions - Form CSS5 – Section 7
- Terms of Contract - Form US7 – Section 8
- Certificate Of attendance Of Information Briefing Session – Section 9
- Of Plant and Equipment – Section 10
- Security arrangements and procedural compliance – Section 11
- Arrangements and Procedural Compliance – Section 12
- Insurance Agreement – Section 13
- Safety clauses and Questionnaire – Section 14
- Code Of Conduct – Section 15
- Declaration / Application – Section 16
- Cancelled cheque or letter from the bank verifying banking details (with bank stamp)
- Copy of identity document of shareholders/directors/members (Where applicable)
- Copy of share Certificates of Incorporation and CM29/and C/CK2 (if CC)
- Copy of share certificates of shareholders, CK1
- With the company’s letterhead confirming physical and postal addresses
- National or certified SARS Tax Clearance Certificate and VAT certificate
- Letter from the Auditor/Accountant confirming most recent annual turnover and percentage
- in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating
- Member BBBEE Accreditation Certificate

 Respondent’s Signature

 Date and Company Stamp



NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9,10, 11, 12, 13, 14, and 15, as indicated in the footer of each page, must be signed and dated by the Respondent.

Preview Copy Only

Respondent's Signature

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Date and Company Stamp



By signing the RFQ documents, 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 Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2011.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

DESIG



SECTION 4

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
--------------	----------	-----------

_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Goods.

FULL NAME _____

SIGNATURE CHAIRMAN



SECTION 5

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ /contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2011

WITNESS : _____

SIGNATURE OF RESPONDENT



		Reeds		
40/13-17	Both side	Trees		10 Small
43/2-14	Both side	Trees		10 Medium
45/8-10-12	RHS	Trees and bushes	2000	10 Medium
50/18-51/13	Both side	Trees		100 Small
50/18-51/13	Both side	Trees		10Medium
53/13-54/18	Both side	Trees		20 Medium
53/13-54/18	Both side	Trees		40 Small
55/7-56/1	Both side	Trees and bushes	10000	80 Small
55/7-56/1	Both side	Trees		20 Medium
58/1-59/7	RHS	Trees		100 Small
61/1-91/1	Both side	Thorn Bushes	180 000	10 Small
64/11-65/20	Both side	Trees		
70/17-71/14	Both side	Trees		60 Small
72/18-75/8	Both side	Trees and bushes	20000	100 Small
96/15	Both side	Trees		6 Medium
105/18	Both side	Trees		4 Medium
107/15-108/4	Both side	Trees		15 Medium
119/1-185/1	Both side	Bushes	180 000	

Km Point	Position	Type	Area (M ²)	No of trees
165/15-166/2	Both side	Trees		10 Medium
179/1-11	Both side	Trees		40 Medium
179/1-11	Both side	Trees		100 Small
187/15-199/18	Both side	Bushes	150 000	
207/13-239/1	Both side	Bushes	250 000	
244/8-10	Bridge	Bushes	2000	
245/2-278/1	Both side	Bushes	300 000	
245/2	Both side	Trees		10Small
270/1-278/1	Both side	Trees		60 Small
278/1-282/1	Both side	Trees and Bushes	150 000	40 small
283/1-13	Both side	Trees and bushes	100 000	15 Large

Respondent's Signature

Date and Company Stamp



Total number of trees

Small 910

Med 160

Large 50

Total square meter 1371000

Preview Copy Only

Respondent's Signature

Date and Company Stamp



SECTION 7

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondent's Signature

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Date and Company Stamp



SECTION 8

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

THE DEPOT ENGINEER, KRUGERSDORP FOR A PERIOD OF ONE YEARS (12) MONTHS.

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in Clause 19 of the General Tender Conditions (Section 7) which reads as follows:

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."

Respondent's Signature

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Date and Company Stamp



SECTION 9

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on 2011.

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:



SECTION 10

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) **Plant immediately available for work tendered for :**

(ii) **Plant on order and which will be available for work tendered for :**

(iii) **Plant to be acquired for the work tendered for :**

Respondent's Signature

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Date and Company Stamp



SECTION 11

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.



SECTION 12

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.



SECTION 13

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2011

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) whose registered office is at [.....]

WHEREAS

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

"**Agents**" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

Respondent's Signature

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Date and Company Stamp



“Confidential Information” means Information relating to one party (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the “Receiving Party”) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“Group” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“Information” means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;

“Proposal” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
 - (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that



they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

(ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

3. Records and return of Information

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

(i) Return all written Confidential Information (including all copies); and

(ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.



3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. Duration

The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

6. Principal

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

1. Representations

1.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.

1.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

2. Adequacy of damages

2.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

2.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.



9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

- 10.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 10.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 10.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 This Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____



[Insert company name]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

Preview Copy Only



SECTION 14

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

Tender Safety Clauses And Questionare

Complete and sign NDA attached hereto

Respondent's Signature

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Date and Company Stamp



SECTION 15

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

Suppliers Code OF Conduct

Complete and sign NDA attached hereto

Respondent's Signature

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Date and Company Stamp



SECTION 16

RFQ NUMBER: CRAC-KGG-8350

CUTTING OF TREES AND BUSHES TO A MAXIMUM HEIGHT OF 300 MM AND THE TREATMENT OF TREE STUMP WITH AN APPROVED HERBICIDES FROM VEERTIENSTROMME TO MAFIKENG ALONG THE RAIL RESERVE UNDER THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, KRUGERSDORP: MILLSITE: FOR A PERIOD OF ONE YEARS (12) MONTHS.

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black



ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.

- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Name	Trading	
Company Name	Registered	



Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name				Bank Account Number		
Postal Address					Code	
Physical Address					Code	
Contact Person						
Designation						
Telephone						
Email						
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
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 Service Supplied (E.G.: Stationery/Consulting)						

Partnership Details

Ownership	Black women ownership	Disabled person/s owner
Does your company have a BEE certificate	Yes	No
Does your company have a broad based BEE status (Level 1 to 9 / Unknown)		
Does your company personnel does the firm employ	Permanent	Part time

Respondent's Signature

Date and Company Stamp



Transnet Contact Person	
Contact number	
Transnet operating division	

Authorized To Sign For And On Behalf Of Firm / Organization

		tion	
e			

And Signature Of Commissioner Of Oath

e		ne No.

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	



Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2 What is your company's annual turnover (excluding VAT)? *									
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *		

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

Has your firm previously operate under another name? *

YES **NO**

What was its previous name:*



ed Name
 Name

Are its previous owners / partners / directors?*

NAME & INITIALS	ADDRESS
-----------------	---------

Details of current partners, proprietors and shareholders by name, identity number, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITIZENSHIP	RESIDENTIAL ADDRESS	DATE OF BIRTH	GENDER	ROLE OF OWNER	OWNERSHIP VOTING PERCENTAGE
--------------------	-----------------	-------------	---------------------	---------------	--------	---------------	-----------------------------

Details of current directors, officers, chairman, secretary etc. firm: *

NAME & INITIALS	IDENTITY NUMBER	RESIDENTIAL ADDRESS	TIME DEVOTED TO FIRM	CONTACT NUMBER
-----------------	-----------------	---------------------	----------------------	----------------

Details of firms personnel who have an ownership interest in firm: *

NAME & INITIALS	IDENTITY NUMBER	ADDRESS OF OFFICE IN OTHER FIRM	ROLE IN BUSINESS FIRM
-----------------	-----------------	---------------------------------	-----------------------



4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1 Any personnel does the firm employ? *

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

Of above kindly provide numbers on women and disabled employees? *

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

Is your company a value adding supplier (i.e. registered as a vendor under the VA where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
-----	--	----	--

Is your company a recipient of Enterprise Development Contributions?*



YES **NO**

4.2.3 The above mentioned information be shared and included in Transnet Supplier's website for reference? *

YES **NO**

4.2.4 If you are successful in the tender/contract (where applicable) and this is awarded to your company /organization, will this have a positive impact on your employees? *

YES **NO**

4.2.5 (above) kindly provide the following information:

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6 (above) kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOUR	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7 Are any of your members/shareholders/directors ex employees of Transnet?

YES **NO**

4.2.8 Are any of your family members employees of Transnet?

YES **NO**

4.2.9 In accordance with points 4.2.7 & 4.2.8, list details of employees/ex-employees

NAME	EMPLOYEE NUMBER	ADDRESS OF OFFICE IN OTHER COUNTRY	DATE OF BUSINESS OF OFFICE

Respondent's Signature

Date and Company Stamp



Internal Transnet Departmental Questionnaire (for office use only)

1: To be completed by the Transnet Requesting / Sourcing Department

									if / Emergency Request

Supplier's trading name

Supplier's registered name

Indicate if the Supplier has a contract with sourcing Transnet OD | Yes No

Please submit a copy of the letter of award

a) What is being procured from the supplier?

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and product	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
------------	--	-----------	--

c) If your reply to (b) is **"NO"**, please furnish rea

Confirmation and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet O
 Appropriate Delegated Authority :

**HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) /
 PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE
 APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE
 EFFECTED ON THE VENDOR MASTER**

Respondent's Signature

Date and Company Stamp



Name		Grade	Date								Signature
			Y	Y	Y	Y	M	M	D	D	
Tel No:			Fax								

2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE

NARROW BASED (NB)				BROADBASED (BBBEE)									
BEE O	BWBE	DPB	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE					
Name				Grade	Date				Signature				
					Y	Y	Y	Y	M	M	D	D	
					Y	Y	Y	Y	M	M	D	D	

Preview Copy