



**TRANSNET FREIGHT RAIL**, a division of TRANSNET

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No ERAC EMU 15241 FM 433**

**FOR THE PROVISION OF : THE CONTROL OF INVADER PLANTS ON TRANSNET  
FREIGHT RAIL PROPERTY**

**FOR SERVICE DELIVERY TO: VRYHEID AND HLOBANE.**

**ISSUE DATE : 28<sup>th</sup> AUGUST 2014 to 04<sup>th</sup> SEPTEMBER 2014**

**COMPULSORY BRIEFING SESSION: 4 KIEWIET STREET, MALAHLE HOUSE,  
EMPANGENI, BOARDROOM 214**

**DATE AND TIME : 05<sup>th</sup> SEPTEMBER 2014 AT 10:00AM**

**FOR DIRECTIONS TO EMPANGENI OFFICE CONTACT AT: FRANS MOSHOEU AT  
035 906 7189**

**CLOSING DATE : 11<sup>th</sup> SEPTEMBER 2014**

**CLOSING TIME : 10:00AM**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** FAX

**CLOSING VENUE:** TRANSNET FREIGHT RAIL,  
THE CHAIRMAN OF ACQUISITION COUNCIL  
GROUND FLOOR, INYANDA HOUSE  
21 WELLINGTON ROAD  
PARKTOWN, JOHANNESBURG, 2001

FAX NO: 011 774 9129 / 011 774 9186

CONFIRM THE RECEIPT OF ALL QUOTES WITH THULI AT 011 544 9107

**1 Responses to RFQ**

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

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

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

**2.1 B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of less than R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceeding than R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be less than R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

### 3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: FRANS MOSHOEU Email: Frans.Moshoeu@transnet.net

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

Telephone: 035 905 4609 Email : Lizelle.Smith@transnet.net

### 4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

### 5 VAT Registration

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

### 6 Legal Compliance

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

**7 Changes to Quotations**

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

**8 Pricing**

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

**9 Prices Subject to Confirmation**

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

**10 Negotiations**

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

**11 Binding Offer**

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

**12 Disclaimers**

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

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

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

**13 Transnet's supplier integrity pact**

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [[www.transnet.net/Tenders/Pages/default.aspx](http://www.transnet.net/Tenders/Pages/default.aspx)] or on request.

Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

<b>YES</b>	
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<b>NO</b>	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

**14 Evaluation Criteria**

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> <li>• Two valid pest control operator certificates required.</li> </ul>
<b>Functionality Threshold</b>	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 60%. Compliance to specification, risk assessment, technical capacity/resources, programming schedule and regional footprint will be considered as part of the technical evaluation[complete Annexure B – Technical Questionnaire]
<b>Final weighted evaluation based on 80/20 preference point system as indicated in paragraph Error! Reference source</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.</li> </ul>

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<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

not found.	
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**15 Validity Period**

Transnet desires a validity period of 90[ninety] days from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

**16 Banking Details**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**17 Company Registration**

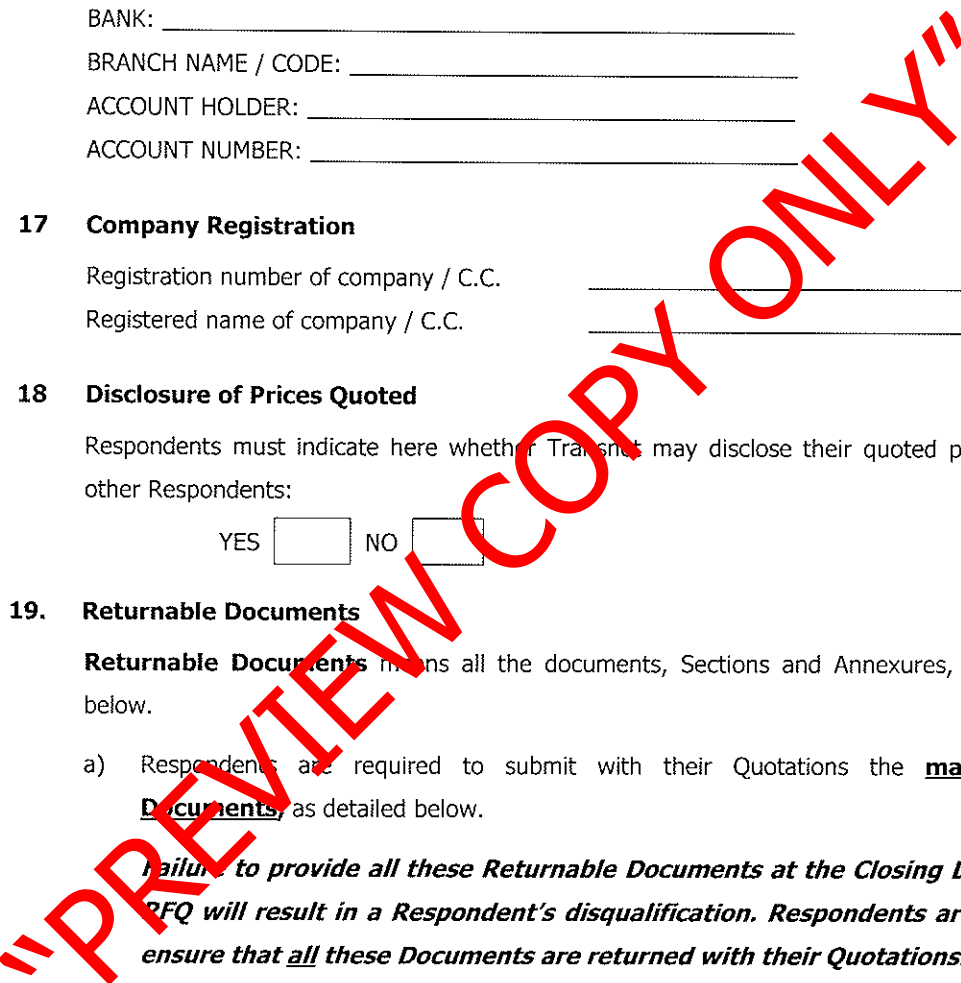
Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

**18 Disclosure of Prices Quoted**

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

YES  NO



**19. Returnable Documents**

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

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

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
ANNEXURE B – Technical Criteria	
ANNEXURE D – Certificate Of Attendance Of Briefing	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs]</li> </ul> <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference</p>	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs]</li> </ul> <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference</p>	
<ul style="list-style-type: none"> <li>- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement</li> </ul>	
<ul style="list-style-type: none"> <li>- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
<ul style="list-style-type: none"> <li>- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods to Transnet</li> </ul>	
SECTION 4 : Vendor Application Form	
<ul style="list-style-type: none"> <li>- Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>- Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)</li> </ul>	
<ul style="list-style-type: none"> <li>- Certified copies of the company's shareholding/director's portfolio</li> </ul>	
<ul style="list-style-type: none"> <li>- Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>- Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>- Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures</li> </ul>	
ANNEXURE A - B-BBEE Preference Points Claim Form	
ANNEXURE C - Scope of work	

Respondent's Signature

Date & Company Stamp

## Section 2 QUOTATION FORM

I/We \_\_\_\_\_  
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

### Price Schedule

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Rate	Total Price (ZAR)
1	<b>The control of invader plants on Transnet Freight Rail property between Vryheid and Hlobane.</b>				
C.1	Initial work	Ha	60		
C.2.	Follow-up work	Ha	60		
C.4	<b>Day work during normal working hours</b>				
C.4.1	Supervisor (Provisional)	Hour	10		
C.4.2	General worker (Provisional)	Hour	10		
				Sub total	
				Vat	
				TOTAL	

Respondent's Signature

Date & Company Stamp



**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ [weeks]

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Section 3**  
**VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent’s bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company’s shareholding/director’s portfolio
5. A letter on the company’s letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

**Vendor Application Form**

Company trading name \_\_\_\_\_

Company registered name \_\_\_\_\_

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 email address \_\_\_\_\_

Company website address \_\_\_\_\_

Bank name \_\_\_\_\_ Branch & Branch code \_\_\_\_\_

Account holder \_\_\_\_\_ Bank account number \_\_\_\_\_

Postal address \_\_\_\_\_

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp

Physical Address  Code

Contact person  Code

Designation

Telephone

Email

Annual turnover range [last financial year]      < R5 m      R5 - 35 m      > R35 m

Does your company provide      Products      Services      Both

Area of delivery      National      Provincial      Local

Is your company a public or private entity      Public      Private

Does your company have a Tax Directive or IRP30 Certificate      Yes      No

Main product or services [e.g. Stationery/Consulting]

*Complete B-BBEE Ownership Details:*

% Black ownership      % Black women ownership      % Disabled Black ownership      % Youth ownership

Does your entity have a B-BBEE certificate      Yes      No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the entity employ      Permanent      Part time

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person

Contact number

Transnet Operating Division

*Duly authorised to sign for and on behalf of Company / Organisation:*

Name	<input type="text"/>	Designation	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

**RFQ FOR THE CONTROL OF INVADER PLANTS ON TRANSNET FREIGHT RAIL PROPERTY BETWEEN VRYHEID AND HLOBANE.**

**Section 15 : CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ [name of entity]

attended the RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

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**RFQ FOR THE CONTROL OF INVADER PLANTS ON TRANSNET FREIGHT RAIL PROPERTY BETWEEN  
VRYHEID AND HLOBANI**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

**1. INTRODUCTION**

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the

2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as FMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.



- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 001 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

**5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contribution ..... = ..... [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

One person business/sole propriety

- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

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**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
FDate & Company Stamp

**ANNEXURE B VEGETATION CONTROL -INVADER PLANT CONTROL HLOBANE TO VRYHEID- Evaluation criteria**

**TECHNICAL REQUIREMENTS**

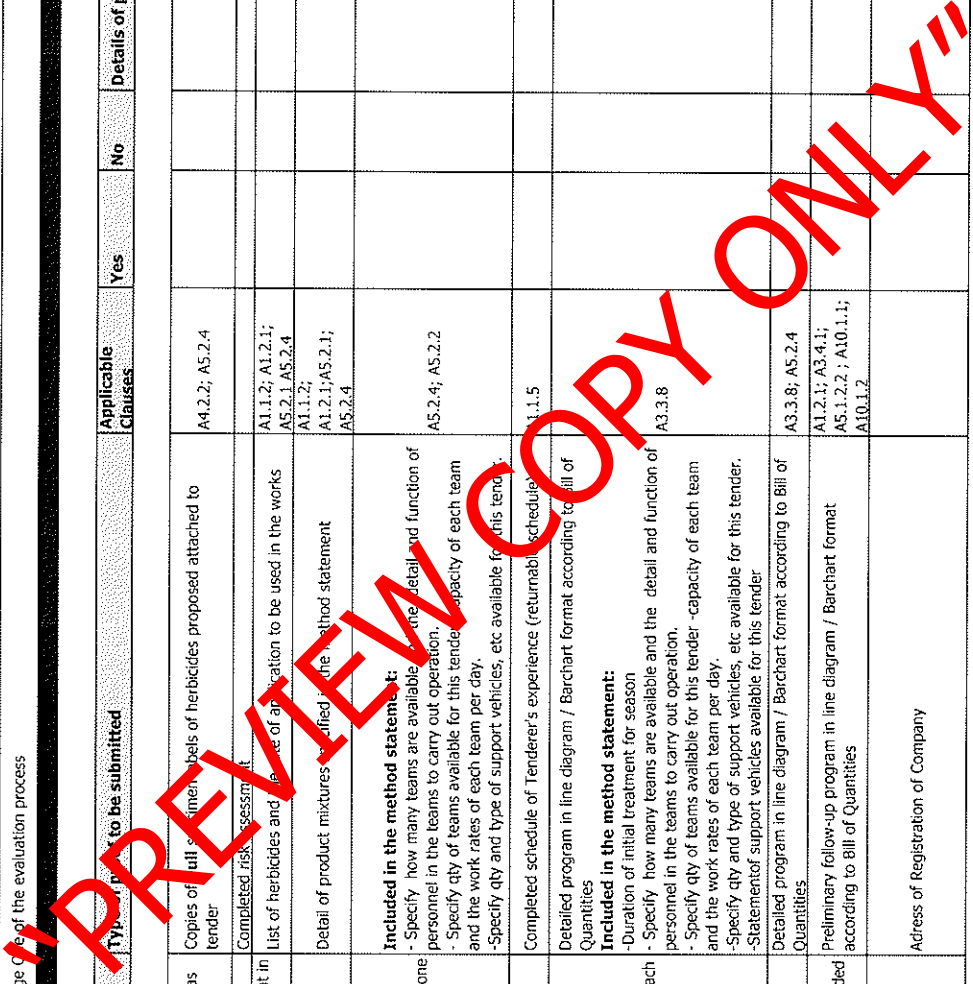
Respondents are to complete this Annexure, giving sufficient detail to permit an accurate assessment of your technical abilities.

Please note that all the requirements as is in the specification (Part A) are compulsory

Inability to provide these essential requirements will preclude your company's eligibility at Stage C of the evaluation process

**Technical Requirements**

Ref	Criteria	Requirements	Type of response to be submitted	Applicable Clauses	Yes	No	Details of proof and page number
1	Clause by clause compliance	Full specimen labels of herbicides proposed provided per zone as stipulated in tender.	Copies of full specimen labels of herbicides proposed attached to tender	A4.2.2; A5.2.4			
2	Risk Assessment	All risks identified are addressed Herbicides proposed sufficient to control weed species prominent in the area tendered for. Product mixtures proposed	Completed risk assessment List of herbicides and percentage of application to be used in the works Detail of product mixtures as stipulated in the method statement	A1.1.2; A1.2.1; A5.2.1 A5.2.4 A1.1.2; A1.2.1; A5.2.1; A5.2.4			
3	Technical Capacity / Resources	Sufficiency of the teams, vehicles and equipment available per zone as stipulated in tender. Detail of experience of chemical weed control not limited to the railway environment.	<b>Included in the method statement:</b> - Specify how many teams are available for the detail and function of personnel in the teams to carry out operation. - Specify qty of teams available for this tender -capacity of each team and the work rates of each team per day. - Specify qty and type of support vehicles, etc available for this tender. Completed schedule of Tenderer's experience (returnable schedule)	A5.2.4; A5.2.2			
4	Programming Schedule	The duration and workrate is addressed for the initial spray of each season per zone as specified in the tender. Preliminary work program for the specified zone/s is included Follow-up program/remedial work is addressed per zone is included	<b>Included in the method statement:</b> -Duration of initial treatment for season - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify qty of teams available for this tender -capacity of each team and the work rates of each team per day. -Specify qty and type of support vehicles, etc available for this tender. -Statement of support vehicles available for this tender Detailed program in line diagram / Barchart format according to Bill of Quantities	A3.3.8 A3.3.8; A5.2.4 A1.2.1; A3.4.1; A5.1.2.2 ; A10.1.1; A10.1.2			
5	Regional Footprint	Written Proof of address of distribution Centre	Address of Registration of Company				



**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**CONTENTS**

PART A	:	GENERAL
PART B	:	PROJECT SPECIFICATION
PART C	:	SCHEDULE OF QUANTITIES AND PRICES
PART D	:	SCHEDULE OF DIAGRAMS

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**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**PART A: GENERAL**

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A.4 CONTRACT PERIOD	3
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**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**PART A: GENERAL**

**A.1 SCOPE OF WORK**

This contract covers the control and eradication of declared weeds and declared plant invaders, trees and shrubs by means of cutting, chemical treatment and removal of cut material in the rail reserve along the Coal line between Vryheid and Hlobane 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.

**A.2 SUFFICIENCY OF TENDER**

A.2.1 The contract will only be awarded to a tenderer who has experience in the application of herbicides in Southern Africa.

A.2.2 A Site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

**A.3 CONTRACT PERIOD**

The work provides for the control of vegetation for a period of 4 months commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

**A.4 COMPLIANCE WITH STATUTES**

A.4.1 The Contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

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

A.4.2 Declared weeds and declared plant invaders means Category 1, 2 & 3 plants that are proclaimed under the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983), listed in Regulation 15.

A.4.3 Where herbicides are used the Contractor's authorised representative shall be a **registered Pest Control Operator**, specialising in the field of weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Officer shall be in direct control of work taking place on site.

#### A.5 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

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

#### A.6 SCHEDULE OF QUANTITIES AND PRICES

A.6.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.

A.6.2 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.

A.6.3 The short descriptions of the items in the schedule are for identification purposes only. The Appendix (i) General Bid conditions – Services and Appendix (ii) Standard Terms and Conditions of Contracts for the Provision of Services to Transnet shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

#### A.7 TO BE PROVIDED BY THE CONTRACTOR

A.7.1 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.

A.7.2 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 may not transport chemicals with personnel.

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.

A.7.3 The Contractor shall provide his/her employees with high visibility garments. The high visibility garments are to be worn by the employees at all times when on site.

A.7.4 When required the Contractor shall appoint at each work site **sufficient personnel** whose sole task shall be to be on the lookout for approaching rail traffic. These



employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

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

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

#### A.8 EVALUATION OF TENDERS

A.8.1 "Time value of money" methodology and principles will be used in evaluation of tenders.

A.8.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programmes and TRANSNET FREIGHT RAIL resources for the contract, will be considered during evaluation of tenders.

A.8.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the tender to be evaluated as described above.

#### A.11 INFORMATION TO BE PROVIDED WITH TENDER

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

- A11.1 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.
- A11.2 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.
- A11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A11.4 The schedule of Quantities and Prices must be completed in full.
- A11.5 An undertaking that all spraying equipment will be ready for operation and that the spraying can commence timeously, to comply with requirements of the contract.
- A11.6 A list of registered products to be used in the work, supported by specimen labels, indicating:  
Trade name  
Generic name  
Registration Number  
Ingredients (type and content) as shown on the label  
Application rates

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

- A11.7 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.

The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The herbicides so specified

shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

**The Contractor shall not be allowed to use broad-spectrum herbicides without prior written approval from the Technical Officer.**

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

A11.8 **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 A4.3, must be submitted.**

**A12. PENALTIES FOR LATE COMPLETION**

Penalties for work not completed will be as per Clause B.4.3 of the document.

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**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**PART B: PROJECT SPECIFICATION**

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**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**PART B: PROJECT SPECIFICATION**

**B1. SCOPE**

B1.1 The scope of the work consists of the control and eradication of declared weeds and declared plant invaders in the rail reserve, excluding yard areas, as indicated in the Schedule of Quantities and Prices.

This includes all trees (< 3m in height) and shrubs growing near open lines or cable routes deemed threatening to the normal operation of on-track machinery and vehicles

B1.2 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.

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

B1.3 The 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.

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

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

**B2. DEFINITIONS**

**B2.1 CONTROL**

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

- the constituent parts of the declared weeds and declared plant invaders occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- declared weeds and declared plant invaders has been cut back to a height of 0.1 metre and that the remaining stumps cease to exist as living organisms or entities; and
- no new growth, such as seedlings or saplings, of declared weeds or declared plant invaders, of any height occur; and
- there are no dead or dry remains of the vegetation within the treated area (worklot) which

may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.

- B2.1.1 Control constitutes a process or situation where the destruction of any new growth or re-growth of the declared weeds and declared plant invaders on treated areas occurs on an ***on-going basis*** and not only at the time of measurement and payment inspections.
- B2.1.2 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from all cuttings (See Part D: Diagram D1)
- B2.1.3 All vegetative matter produced as a result of cutting of trees and shrubs must be removed from the top two meters of the bank.

## **B.2.2 AREAS**

Areas shall be defined as the entire surface area of cuttings and embankments including flat areas.

LHS and RHS defining Left Hand Side and Right Hand Side respectively, facing increasing kilometres.

Where the fence line turns to provide protection over the culvert inlets and outlets, the boundary line shall be taken as a straight line between the two corner posts. (See Part D 1: Diagram D2).

## **B.2.3 WORKLOTS**

### **B.2.3.1 WORKLOT WITHIN TRANSNET FREIGHT RAIL RESERVE**

This is defined as an area measured between three mast poles, e.g 101/10 – 101/13 and measured from the track to boundary fence either on the LHS or RHS respectively facing increasing kilometre.

### **B.2.3.2 SERVICE ROAD WORKLOT**

Where the service road is outside of the TRANSNET FREIGHT RAIL reserve, a worklot shall be 50m in length multiplied by three (3) metre width. The measurement of a worklot will be from the post where the service road exists the TRANSNET FREIGHT RAIL reserve. (See diagram 2)

## **B.2.4 DECLARED WEEDS**

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.2.5 SPRAYING**

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

**B2.11 OBSTRUCTING VEGETATION**

This includes all vegetation of the following nature:

- Overhead cables must be free of all vegetative matter within a 5m radius.
- All protruding vegetation (inclusive of overhanging canopies but excluding grass) within 6m from the centre of the track.
- All vegetation obstructing the line off sight of essential traffic signs.
- All other vegetation as pointed out by the Technical Officer that is deemed threatening to the normal operation of the track.
- This vegetation may include Indigenous plants to be trimmed or removed.

**B3. METHOD OF VEGETATION CONTROL**

B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas, but particularly building surrounds, staked cable routes, level crossings, shunting yards and approaches to stations. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

B3.2 The type of herbicides and the methods of application to be employed are as specified by the Contractor per Part A and are subject to the approval of, and monitoring by the Technical Officer.

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

**The Contractor shall not be allowed to use broad spectrum herbicides without prior written approval from the Technical Officer.**

B3.3 Any deviation from the method of work submitted by the Contractor shall be subject to the approval of the Technical Officer.

**B3.4 SITE CONDITION AND ACCESS**

Further to what is stated in clause B.1. of this specification, eradication of trees and shrubs may normally be required on the side slopes of embankments and cuttings. The Contractor shall make due allowance for work being carried out on steep slopes.

**B3.5 EXISTING DESIRABLE VEGETATION**

**The essence of the contract is to promote natural vegetation (e.g. grass). Therefore where damage took place to existing indigenous vegetation (excluding obstructing vegetation as defined in clause 2.11) as a result of the indiscreet application of herbicides. The Contractor shall be held responsible for the full reinstatement of the natural vegetation.**

## B3.6 DISPOSAL OF VEGETATIVE MATERIAL

Further to clause B2.1.2 and B2.1.3 of this specification, the Contractor at no additional cost shall remove all vegetative matter resulting from the cutting and eradication of declared weeds and declared plant invaders (trees and shrubs), from all the cuttings. The Contractor is to ensure that no vegetative matter is deposited into open lined concrete channels and culvert inlets and outlets. No disposal of vegetative matter may be done on adjacent lands without permission of the land owners.

Suitable areas and/or methods will be agreed to with the Technical Officer on site prior to disposal of cut material.

Vegetative matter to be removed from cuttings is not allowed to take place across the railway lines without the necessary protection in place, and agreed to by the Technical Officer.

**B4. STANDARDS OF WORKMANSHIP**

B4.1 Standard of vegetation control for individual worklots.

B4.1.1 Vegetation control shall be such that there are no live declared weeds and declared plant invaders exceeding 500mm in any dimension, occurring in the worklot.

This excludes overhanging canopy growth of plants:

- (i) with rootstock established entirely outside the worklot.
- (ii) with rootstock established on the boundary of the worklot, provided that :
  - control was achieved over the remainder of the worklot.
  - The boundary concerned is not the boundary of an adjoining worklot.

B4.1.2 In addition there shall be no dry or dead remains of declared weeds and declared plant invaders within the worklot greater than 500mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

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

B4.2 For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices for the first year only, includes all work necessary to achieve the required control, e.g. slashing and removal of debris before or just after spraying. The intention to slash and remove should be cleared with the Technical officer prior to work starting.

B4.3 Overall control

B4.3.1 The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula;

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

- B4.3.2 The standard of "Overall Control" to be provided on each district by the Contractor shall be a Minimum of 95 % of the total work which shall comply with the standard of control for individual work-lots.
- B4.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute a material breach of contract by the Contractor which will entitle the Executive Officer to act in terms of clause 18 of the Form US7 of the contract documents.

#### **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 of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.
- B5.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:
- B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area,
- B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract,
- B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- B5.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- ascertaining the nature of weed infestation and factors that could influence the work;
  - monitoring the standard of weed control achieved;
  - identifying any damage or hazards which may have been caused by the weed control operation, and
  - planning of timeous execution of remedial work where control is not being achieved.
- B5.4 The Contractor's programme shall allow for commencement with the initial application of chemicals at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than six weeks after commencement of the initial application.
- B5.5 The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Quantities and Prices.
- B5.6 In addition to the annual programme provided for in terms of B5.1. the Contractor shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without



notifying the Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

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

B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed vegetation control. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

B6.2 The Technical Officer shall at any time during the operational periods carry out routine inspections of the Contractor's performance methods and procedures.

B6.3 The Technical Officer **shall**, during the duration of the contract, carry out official inspections of the work for the purpose of evaluating whether control, as defined, has been achieved and measuring progress.

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

B6.4 During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".

B6.5 The rejection of worklot/s that do not comply with the standard of control will be final and valid for that inspection in that particular year.

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

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

B6.6 In the case where the Technical Officer and the Contractor fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Contractor shall prepare an appropriate record of all disputed worklot in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the Standard Terms and Conditions of Contract for the Supply of Services to Transnet, US7.

#### **B7. REMEDIAL WORK**

B7.1 The Contractor shall carry out remedial work to all worklots 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 dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail Operations, from the treated worklots.

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 crops vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

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.**

**B8.6 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.**

## **B9. MEASUREMENT AND PAYMENT**

### **B.9.1 INITIAL CUT AND TREATMENT**

B.9.1.1 The contractor will be paid 100 % of the rate at the completion of initial work. The unit of measurement will be per hectare (ha) cleared. The tendered rate is to include the supply and application of materials and herbicide, equipment, labour and tools needed to execute the works. No additional payment will be made for the procurement, handling, transport and incidental costs in the amounts tendered for the removal, treatment and disposal of trees and shrubs and other plant material which may occur as the result of the removal / cutting. as per Clause B.1.

B.9.1.2 Payment will be based on the number of hectares successfully cleared / treated as per Clause B.8.1. Measurement will take place on a monthly basis. A particular section will be measured and paid for once, (i.e. a rejected area, as per clause B.8.3 will not be paid for at all under this item)

### **B.9.2 FOLLOW -UP TREATMENT**

B.9.2.1 The unit of measurement will be per hectare (ha) cleared. The tendered rate is to include all labour, plant material and all incidental costs which may arise to clear the area of the specified vegetation as per Clause B.1.

B.9.2.2 Payment will be based on the number of hectares successfully cleared / treated as per Clause B.4.1. Measurement will take place on a monthly basis. A particular section will be measured and paid for once, (i.e. a rejected area as per Clause B.8.3 will not be paid for at all under this item).

No additional payment will be made for the procurement, handling transport and incidental costs in the amount tendered for the removal, treatment and disposal of trees and shrubs and other plant material which may occur as the result of removal / cutting.

**B9.4 DAYWORKS**

The unit of measurement shall be the hour and quantities are provisional.

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**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**PART C: SCHEDULE OF DIAGRAMS: CONTENTS**

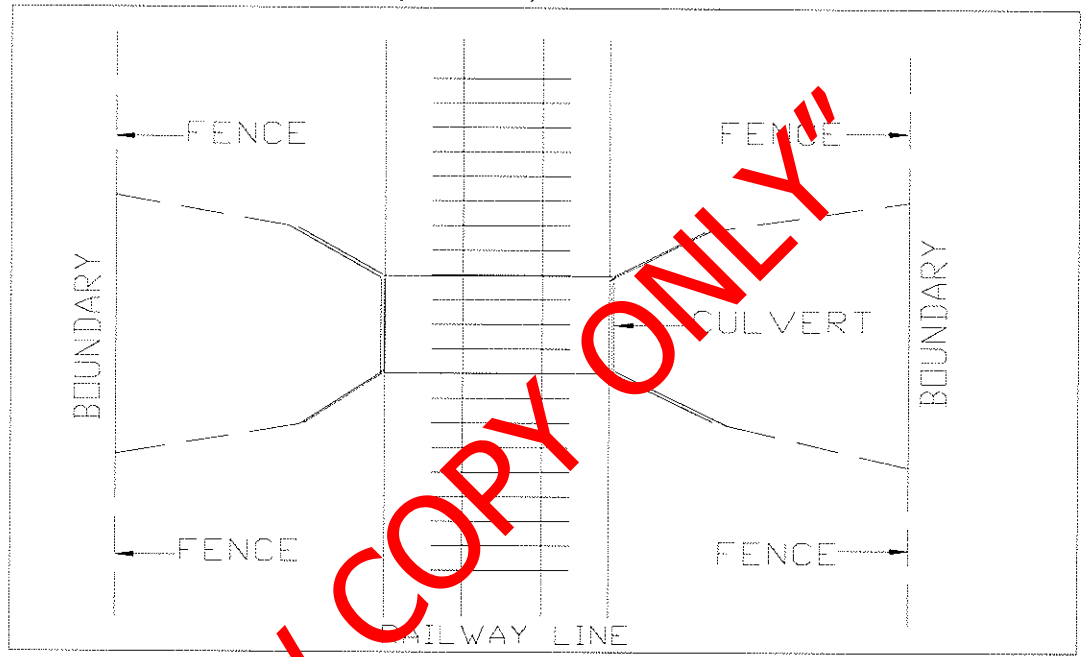
1. Diagram 1
2. Diagram 2
3. Diagram 3

**"PREVIEW COPY ONLY"**

**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**PART D: SCHEDULE OF DIAGRAMS:**

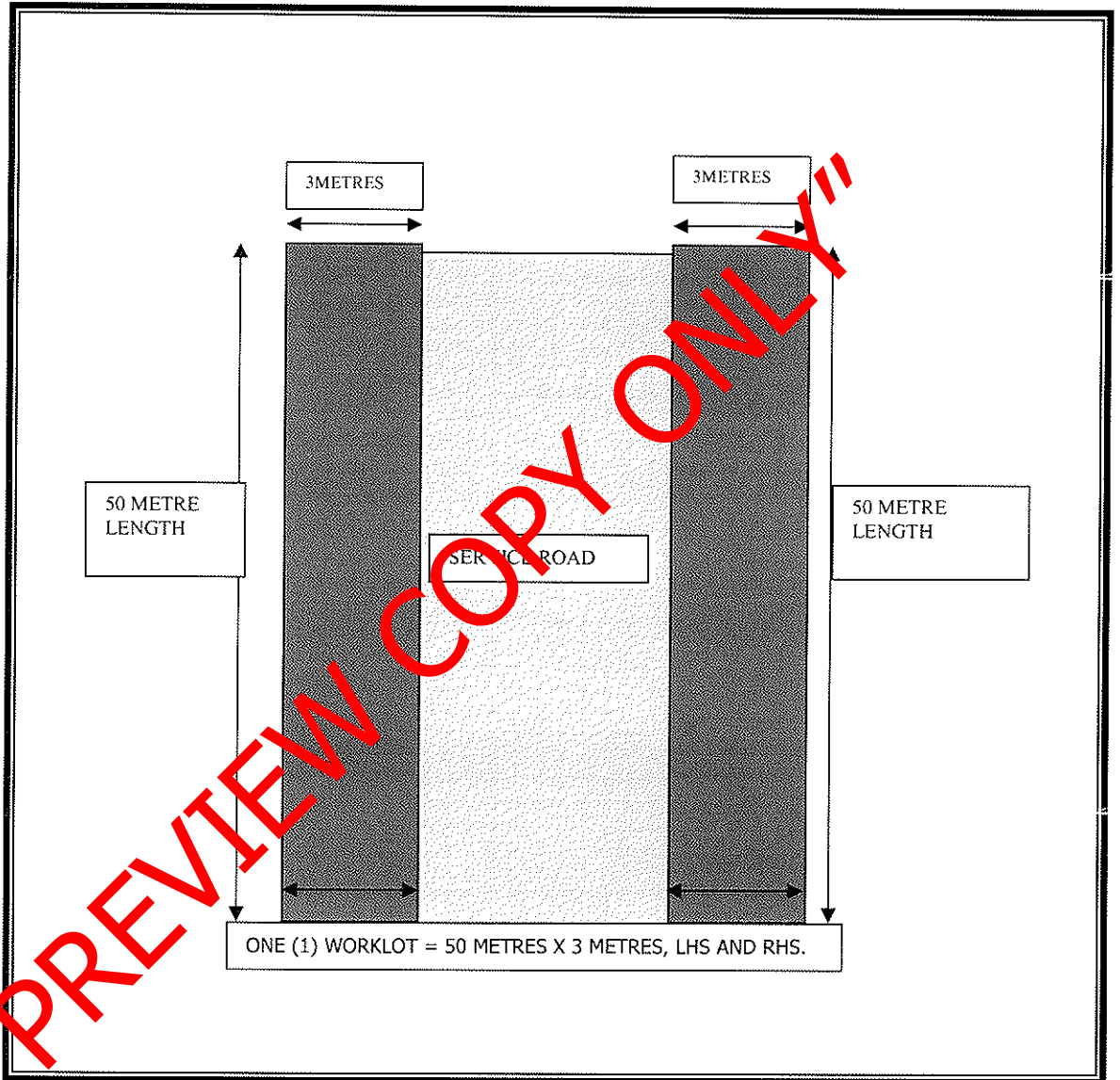
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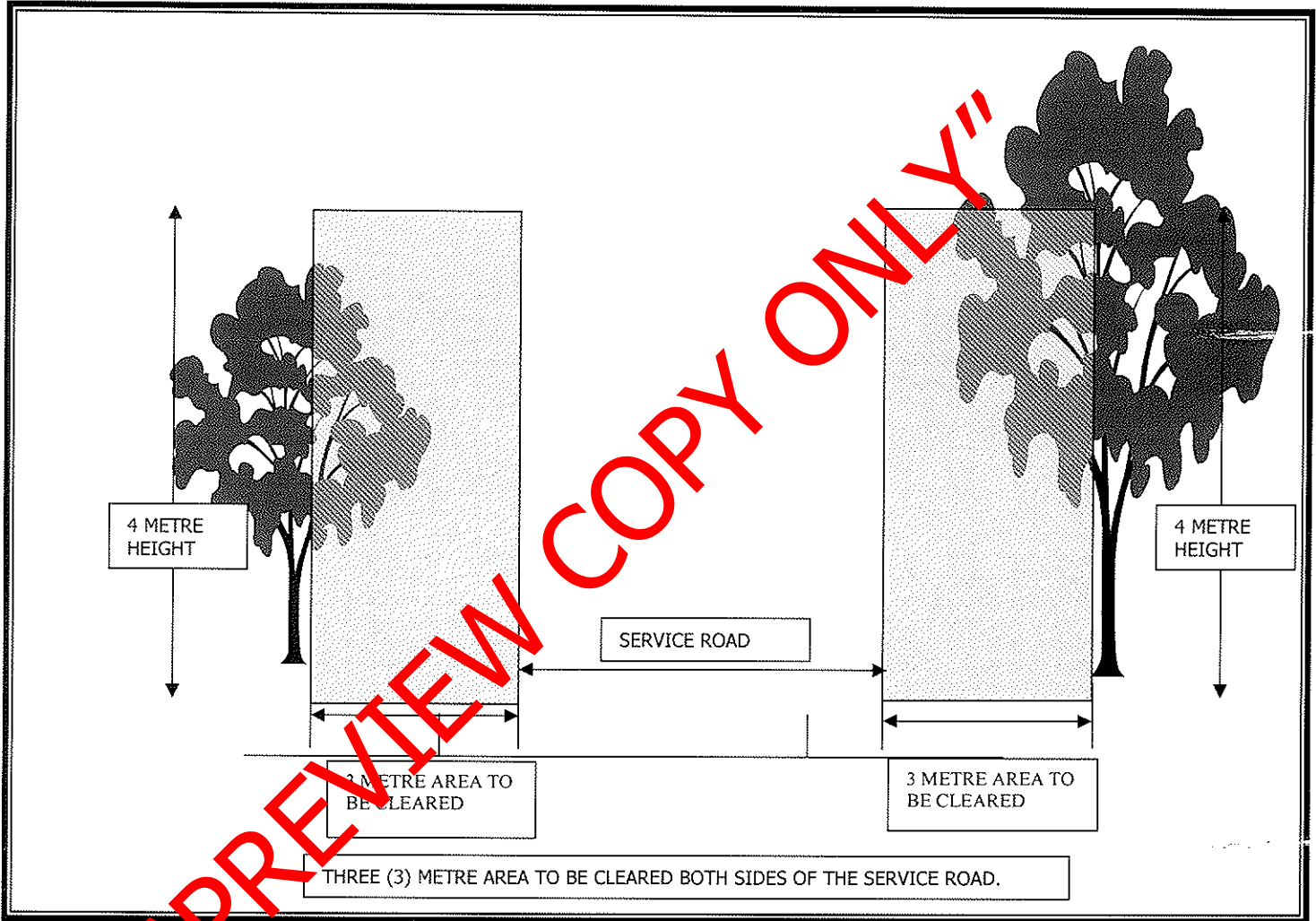
**INVADER PLANT CONTROL ALONG THE COAL LINE BETWEEN  
VRYHEID AND HLOBANE**

**PART D - SCHEDULE OF DIAGRAMS**



**INVADER PLANT CONTROL NEAR VRYHEID BETWEEN  
VRYHEID AND HLOBANE**

**PART D - SCHEDULE OF DIAGRAMS**



**DIAGRAM 3**