

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/009000/30

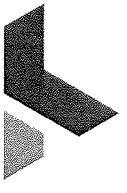
REQUEST FOR QUOTATION

KBY/52648

KBY_12558

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301

TRANSNET



freight rail

Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30
[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/52648

**VEGETATION CONTROL UNDER OPTIC FIBRE CABLE, DE AAR TO BEUFORT
WEST FOR A PERIOD OF SIX (6) WEEKS.**

**FOR DELIVERY TO: TRANSNET FREIGHT RAIL, INFRASTRUCTURE KIMBERLEY
SOUTH**

ISSUE DATE: 27 NOVEMBER 2013

CLOSING DATE: 17 DECEMBER 2013

CLOSING TIME: 10:00

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:

Tender Box

CLOSING VENUE:

Transnet Freight Rail, Property Management Building, Office no. 2, Austen Street, Beaconsfield

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 the following:

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

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

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

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

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard

- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
- Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
- In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.
- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
 - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

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

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

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

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

[Refer clause 0 below for Returnable Documents required]

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: Refilwe Ramothwala

Email: Refilwe.Ramothwala@transnet.net

4 Tax Clearance

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

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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

I/We _____ do hereby certify that I/we
have/have not been found guilty during the preceding 5 [five] years of a serious breach of law,
including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or

Respondent's Signature

Date & Company Stamp

other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH:

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

13 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 60%: Compliance to specification / quality, previous performance, delivery lead-time
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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14 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.
This RFQ is valid until _____.

15 Banking Details

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

16 Company Registration

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

17 Disclosure of Prices Quoted

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

YES NO

Respondent's Signature

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18 Returnable Documents

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

- a) Respondents are required to submit with their Quotations the **Compulsory Returnable Documents**, as detailed below and marked with an *

Failure to provide all these Compulsory 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:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard - 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 	*
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details • Certified copies of IDs of shareholder/directors/members [as applicable] • Certified copy of Certificate of Incorporation [CM29/CM9 name change] • Certified copy of share certificates [CK1/CK2 if C.C.] • Entity's letterhead • Certified copy of VAT Registration Certificate [RSA entities only] • Certified copy of valid Company Registration Certificate [if applicable] • Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party] 	*
Valid Letter of Good Standing	
ANNEXURE A – Project Specifications	*

 Respondent's Signature

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Section 2

QUOTATION FORM

I/We _____
hereby offer to supply the services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto and as per Annexure A

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, the E4E and the E7/1 [all 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 service within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Respondent's Signature

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Price Schedule

I/We quote as follows for the Service required, excluding VAT: See Annexure A for Specifications.

SCHEDULE OF WORK AND PRICES			
PROJECT SPECIFICATION FOR VEGETATION CONTROL UNDER OPTIC FIBRE CABLE IN THE DE AAR TO BEUFORT WEST AREA FOR A PERIOD OF SIX (6) WEEKS.			
LOCATION	KILOMETER(KM) POINT	PLANT SIZE	PRICE
De Aar – Beaufort West	0/10	2Large	
	0/16	1small left and right	
	1/01	1large	
	1/05	15trees	
	2/06-07	Reeds and small bushes	
	2/15-16	1small	
	3/02	1small	
	4/02	1medium	
	4/07	1medium bush	
	4/10-11	1small bush	
	5/12	1medium	
	8/1-11		
	8/15	2small	
	9/06-8	Left and right	
	9/11-13	Left and right	
	9/13-12/13	Left and right	
	13/4-11	left	
	14/11-12	1medium	
	15/4-14	Left in station	
	16-21	Left and right	
	21/11	1small	
	24/02	1small	
	24/10	1small	
	25/02-03	1medium	
	26/02-27/06	Cutting area	
	28/16	1small	
	29/17-18	1medium	
	30/01-03	6Large	
	30/7-8	2medium	
	32/7	1small	
32/12-14	4small		
32/16	1small		
33/11	1medium		
34/12	small		
37/10	1medium		
37/11-12	2small		
38/01-06	Left and right small bushes		
41/14	2Large		

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LOCATION	KILOMETER(KM) POINT	PLANT SIZE	PRICE
De Aar – Beaufort West	42/04-44/08	Left and right	
	44/13-14	1small	
	44/16	15medium	
	45/13-14	Left and right 3small	
	46/1-14-46/06	Left and right 1LARGE	
	47/1-6	Left and right before signal	
	47/10-49/10	Left and right	
	50/10-52/10	Left and right	
	52/10-53/10	L	
	53/16	1Large	
	54/16-55/14	Left	
	57/8-9	1medium	
	59/09-10	15 small	
	64/01	1 small	
	64/11-14	L	
	65/4-5	15 Left	
	65/12	1small	
	66/08-68/08	Right	
	69/06-71/15	Right	
	72-73/01	Right	
	73/13	3 small	
	74/2		
	75/02	2 Small	
	76/10	Reeds under bridge	
	77/13-14	2 Medium	
	77/15	1 Large	
	77/17-77/19	6 Prune	
	78/5	Reeds under the bridge	
	78/13-80/13	Right	
	82-83	Left	
83/10-84/10	Left and right		
84/10-86/11	Left		
87/17	2Large		
88/11	1small		
89/01-06	Left		
89/15	1small		
90/08	1Large		
91/01-93/1	Left		
94/01-97/06	Left		
97/16	2Large		
98-100 1/2	Left and Right		
100/10-11	2Small		
101/1-104	Left and right		

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LOCATION	KILOMETER(KM) POINT	PLANT SIZE	PRICE
De Aar -- Beaufort West	104-105	Left	
	105/11	1Small	
	106/01-107	Left	
	106/10	1Medium	
	106/15	6Large	
	107/10-110/02	Left and Right	
	110/13	Reeds under bridge	
	110/16	Reeds Left and Right	
	111/01-115/01	Right	
	115/10-122/5	Right	
	122/09	1Small	
	122/17		
	123-128 1/2	Right	
	129/3-4	2small and 3Large	
	129(5-7Reeds)		
	129/8-130		
	131-135	Right	
	135-136 1/2	Left	
	137/15-140/15	Left	
	141/1-10	Left	
	147/15-143/15		
	145/01	2Medium	
	145/09-10	2Medium	
	146/1-147/8	Left	
	146/17	1medium bush	
	147/16-148/2-04 to148/06	Left	
	148/12-15	5Large Left	
	151/5	1small	
	152-153	Left and Right cuttings	
	153/16-154/16	Left and Right	
	154/16	1Large	
	155/4-7	2Large on platform	
	155/8-156/2	On top of cutting Left	
	156/13-157/1	Left	
	157/11	1large	
	158/14-15	2small	
	159/09-160/06	Left	
	160/11-162/4	Left and Right (cuttings)	
	162/10	1medium Left	
	162/10-146/11	Right	
	165/15-168/	Left and Right	
	169/1-170/1	Left and Right	
	171/4-174	Left and Right	
	173/1	Left	
	174/04	1medium	

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LOCATION	KILOMETER(KM) POINT	PLANT SIZE	PRICE
De Aar – Beaufort West	174/13-15	3medium	
	175/1-177/4	Right	
	177 1/2	2medium	
	177/14-178/06	Right	
	178/08	1medium	
	179/5-6	1Large	
	179/7-11	6Large	
	179/15	1Large	
	179/18	1Large	
	180/1-181/1	Left and Right	
	185/1-186/1	Right	
	186/2-10	Left and Right	
	186/13-188/10	Left and Right	
	188/12	1Large	
	188/15	2Large	
	189/09-10 to 190/1	Left and Right	
	190/4-5	1medium	
	190/09-12	3medium	
	190/13-192/1	Left and Right	
	192/17-193/10	5medium Right	
	194/13-15	6Large	
	195/3-196/3	Left and Right	
	196/5-198/5	Left	
	200/6-203/6	Left 3km	
	203/9	Right	
	205/15-17	Left and Right (David)	
	206/12-20	5medium Left and Right	
	207/8-16	Right	
	207/18-208/6	Right	
	208/8-9	1Large	
	212/2	1Large	
	213/11-217/06	Left and Right 4km	
	217/6-15	Cuttings	
	218/1-2	Left and Right	
	218/12-219/15 (217/4-6)	1medium+ (cutting)	
	220/10	1medium	
	220/11-12	2medium Right	
	221/14-19	Left and Right cuttings	
	222/3-223/14	Right	
	224/5	1medium	
	224/1/2	1medium	
	225/2-226/9-10	Right	
	226-227	5medium	
	227/18-228	1Large	
	228/5-7	Right	

Respondent's Signature

Date & Company Stamp

LOCATION	KILOMETER(KM) POINT	PLANT SIZE	PRICE
De Aar- Beaufort West	231/10-232/12	Right	
	234/7-3	5medium	
	236/1	2 David	
	236/10-12		
	236-237/4		
	237/1-241/11	Right	
	241/15	1Large	
	243/11-12	Right	
	248/10	1medium Right	
	248/10-17	2medium Right	
	249/6-9	5medium Right	
	250/10	1small	
	251/11-252/1	Right	
	255/2-256/1	Left	
		SUBTOTAL	
		VAT	
		TOTAL	
		RATE PER KILOMETER(KM)	

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

Section 3

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.**

Regards,

Respondent's Signature

Date & Company Stamp

Supplier Declaration 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 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									
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		Public		Private		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)									
BEE Ownership Details									
% Black Ownership		% Black women ownership			% Disabled person/s ownership				
Does your company have a BEE certificate				Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)									
How many personnel does the firm employ			Permanent		Part time				
Transnet Contact Person									
Contact number									
Transnet operating division									
Duly Authorised To Sign For And On Behalf Of Firm / Organisation									
Name				Designation					
Signature				Date					
Stamp And Signature Of Commissioner Of Oath									
Name				Date					
Signature				Telephone No.					

Respondent's Signature

Date & Company Stamp

**SPECIFICATION FOR VEGETATION CONTROL UNDER
OPTIC FIBRE CABLE ON THE DE AAR – BEAUFORT
WEST KBS
VEGETATION CONTROL**

Part A: GENERAL

A.1 SCOPE OF WORK

This contract covers the control of vegetation including the felling of trees, bush clearing, hoeing or any associated vegetation control work, performed by the Contractor for the successful completion of this contract on a as and when basis, in accordance with the true meaning and intent of the contract document.

The work will be done by means of portable mechanical, chemical herbicides and all the necessary equipment needed to complete the works on Transnet property in the geographical area controlled by the Depot Engineers Kimberley South Depot from De Aar to Beaufort west underneath the Telecoms fibre-cable.

A.2 SUFFICIENCY OF TENDER

a) The contract will only be awarded to a tenderer who has experience in the field of vegetation control (tree felling) in Southern Africa and is registered as a Pest Control Operation as defined by the Department of Agriculture under The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies, Act (Act 36 of 1947) as amended.

A.3 DURATION OF CONTRACT

The contract period will be granted for six weeks (6 weeks) from the date of notification to the contractor.

A.4 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

No services will be provided by Transnet Freight Rail.

A.5 TO BE SUPPLIED BY THE CONTRACTOR

The Contractor is responsible to supply his own accommodation, equipment, transport and labour needed to complete the work covered by the contract. No additional costs will be charged to Transnet with regards to these requirements.

No accommodation or camping sites are allowed on Transnet's property, the Contractor shall provide all accommodation, toilet facilities and any other facility needed for his/her teams during the contract period. These facilities may not be erected on Transnet

Special Conditions and Specifications for Optic Fibre Cable Contract
Vegetation Control

property and none of Transnet's facilities will be available for usage by the Contractor or his/her teams. ,

The Contractor shall provide safe and secure storage facilities for all equipment brought onto on the site.

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 work area.

The Contractor shall provide his/her employees the proper safety protection clothing (PPE) and equipment while working on Transnet property and for the duration of the Contract.

The Contractor shall appoint at the 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 personnel on the work site of approaching rail traffic.

All personnel must follow an effective safety procedure while working on site. 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 the vegetation control process wear reflective safety jackets. These reflective jackets must be in an acceptable colour and preferably bear the name of the contractor's company.

The Contractor need to clarify the colour of the reflective vests that will be used during the contract period with the Technical Officer, before work commence. -.

A.6 COMPETENCY TRAINING

Tenderers shall note the following competency requirements:

A certificate of competence for the responsible person(s) in charge of site supervision may be acquired at Transnet Freight Rail's Esselen Park training centre and involves the successful completion of a training module with a written test, presented over three days. It is valid for two (2) years.

Transnet Safety Training is required of any person who work in the vicinity of electrification equipment (not closer than 3m of) "live" equipment. Electrical Awareness Safety Training must be done by all staff members of the successful Contractor, the training module is over three days for supervisors and one day for general workers at Esselen Park, School of Rail, Johannesburg.

Training mentioned above is for the account of the Contractor and must be directly arrange with the Esselen Park Training Centre at telephone number 011-929 1571 or per facsimile at 011- 929 1229.

In addition to the above mentioned competency training, safety induction training is required from the entire Contractors' personnel include the Contractor him/her self who

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will work in the vicinity of the railway line. This is done once-off by Transnet Freight Rail free of charge, and is thereafter the responsibility of the Contractor.

During the execution of the contract, the Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.

A.7 STANDARDS OF WORKMANSHIP

The Contractor shall not depart from the method of work without the approval of the Technical Officer or his/her deputy. If any uncertainties arise with regards to the standard of work, the contractor must contact the Technical Officer as soon as these uncertainties arise.

A8. COMPLIANCE WITH STATUTES

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;

- b) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies, Act (Act 36 of 1947) as amended.
- c) The Hazardous Substance Act (Act 15 of 1973) as amended.
- d) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- e) The Environmental Conservation Act (Act 73 of 1989).
- f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- h) Common law of nuisance.
- i) The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- j) The Occupational Health and Safety Act (Act 85 of 1993)
- k) National Veld and Forest Fire Act No. 101 of 1998
- l) Mountain Catchment Area Act (Act 63 of 1970)

A.9 INFORMATION TO BE PROVIDED WITH TENDER

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

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.

Whether the tenderer intends to work on Saturdays or Sundays or is prepared to work on such days if required to do so by Transnet Freight Rail.

The Schedule of Service fees and Costs must be completed in full.

The Contractor shall not depart from the methods of the work, without approval from the Technical Officer or his/her deputy.

Proof of inspection of the sites must be enclosed on the Site Inspection Certificate.

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

A description of the methods to be used for controlling the vegetation must be provided.

The Contractor shall not depart from the methods of work tendered, without approval from the Technical Officer or his/her deputy.

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. Details of the sub-contractor must be handed in by the primary Contractor.

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.

A certified copy of the Pest Control Officer' certificate must be handed in with the tender document. This certificate must be valid for the duration of the Contract.

A10. RETENTION MONEY

Retention money will not be deducted from payments.

A11. GENERAL:

The attention of Tenderers is directed to all the various documents comprising these tender documents and including, inter alia, General Conditions of Contract, Special Conditions of Contract and Specifications and Bills and/or Schedule of Quantities and/or Prices. Particular attention must be given to –

- Unless otherwise stated in any of these tender documents, Tenderers are required to submit an offer, complete in every respect and fully in compliance with the specifications. If, in a Tenderer's opinion, justification exists for the submission of one or more alternative tender(s) such offer(s) must, as in the case of the main tender(s), be complete in every respect.

- Tenderers are requested to quote per item and to indicate the rate tendered per item.

- Tenderers are required to give a list of major items of plant and/or equipment to be used in the execution of the WORKS and must complete the plant statement where this is attached to the tender documents.

- Tenderers must furnish proof that they have had actual experience in the class of work for which they are tendering and must submit with the tender, a statement of works recently and successfully carried out.

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- Compliance of tender(s) with Transnet's Limited requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

The attention of Tenderers is particularly directed to the necessity to complete the "Labour Payment Schedule", "The Tender Form" and "Resolution of Board of Directors", where these documents are included in the tender.

The terms of the "Principal Controlled Insurance Policy" is negotiated by Transnet each year, therefore, the conditions of the policy embodied in this tender enquiry/contract is valid only for the period as stated in the policy. In the event of an occurrence that may arise during the course of a contract the rates/conditions of the latest policy i.e. applicable at date of occurrence, shall apply.

The Contractor hereby warrants that it is a BEE Influenced Company under the requirements of the BEE Act read with the Codes, it being recorded that the percentage shareholding as proposed by the Contractor and set out in the BEE Plan are held by Black Persons.

The Contractor hereby warrants that it has established a BEE plan in the form set out in the Contractor's Black Economic Empowerment Plan (the "**BEE Plan**") and intended to meet its social obligations with respect to the government's BEE policy.

The Contractor shall for the duration of this Agreement comply with the BEE Plan.

The Contractor shall:

Monitor, audit, and record in an auditable manner, its own implementation and compliance with BEE Plan;

Provide Transnet Freight Rail with such information as Transnet Freight Rail may reasonably requests concerning the implementation by the BEE Plan.

If Transnet Freight Rail reasonably considers that the Contractor is not at any time complying with the BEE Plan then Transnet Freight Rail may make such recommendations, as Transnet Freight Rail considers reasonably appropriate to the Contractor as to the steps it considers should be taken by the Contractor in order for the Contractor to comply with the BEE Plan.

If the Contractor does not implement such recommendations then Transnet Freight Rail may request a meeting with the Contractor to consider such non-compliance. The Parties shall attend such meeting. At such meeting the Parties shall agree whatever action plans and deliverables may be necessary such that once such action plans are implemented and deliverables delivered, the provisions of previous clauses will be complied with. The Contractor shall implement such action plans and deliver such deliverables.

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If the Contractor fails to implement the action plans agreed to such failure by the Contractor shall constitute a material breach of contractor entitling Transnet Freight Rail to terminate the contract with immediate effect.

A.12 HEALTH AND SAFETY PLAN

The Contractor must draw up a Health and Safety Plan that will constitute as a guide for a safe working and a healthy environment for the Contractor and his/her employees.

This guide must be present on site on a daily basis for the duration of the Contract and it should be used during the Contractors morning safety discussion sessions before work starts with his/her employees.

The objective of the Health and Safety Plan is to comply with the terms and norms of the Occupational Health and Safety Act.

A.13 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.

A.14 SITE BOOKS

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.

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.

The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis.

The provision of a calculation book is required on site and daily entries of all operations are requested to be recorded in this book. Neither of these books shall be removed from the site without the permission of the Technical Officer or his/her deputy.

A.15 TEMPORARILY CAMPS

No facilities are available at the mentioned work areas. The Contractor must arrange for all facilities needed, and these costs must be included in the tendered price. Contractors are not allowed to camp within Transnet rail reserve or within the various sections.

Any toilet facilities brought on the work site must comply with the E4B documentation of the Contract.

Under no circumstances is the Contractor or his/her personnel allowed on Transnet property after sun set or before sun rise at the various work sites.

A.16 DELAYED DAMAGES

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If a Defect included in the Defects Certificate shows low performance with respect to a level stated in the Contract Data, the Contractor pays the amount of low performance damages in the amount of 60% of the prices rendered by the Contactor. Transnet Freight Rail reserves the right to approach the Contractor with the second lowest price rendered to complete the works.

A.17 VELD FIRES

Under no circumstances may the Contractor or his/her employees make fires within Transnet property. Any fire which occurs as a result of the Contractor or his/her staff, the Contractor will be held fully responsible and accountable for the occurrence and damages there off. Any damages and costs for these damages will be for the account of Contractor at no charge to Transnet.

A.18 REACTION TIME

The Contractor will be available and punctual for the works within a week after the notification from SCS Office.

PART B: PROJECT SPECIFICATIONS **VEGETATION CONTROL** Part B

B.1 SCOPE

The scope of this contract covers the control of vegetation including: Tree felling operations and bushes clearing, herbicide usage, hoeing or any associated works underneath the optic fibre from De Aar-Beaufort West, performed by the Contractor on based on their contract term on Transnet property controlled by the Depot Engineer, Beaconsfield South.

This part covers the techniques, types and 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.

The essence of the contract is that Transnet Freight Rail requires that vegetation to be controlled to a required standard as specified, for the duration of the contract period.

The ways and means by which the above-mentioned results are obtained is the responsibility of the Contractor. Transnet Freight Rail however, have the right to monitor the equipment, materials and activities of the Contractor to ascertain that all procedures are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of the work. 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 work.

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Failure to comply with the performance proposed by the Contractor in the contract period, the Contractor's tender may form the basis for non-payment for work done, pending the achievement of work and/or termination or cancellation of the contract.

B.2 DEFINITIONS

VEGETATION CONTROL

Control is achieved when;

- All vegetation to be cut, chemically treated and cleared underneath the Telecom optic fibre cable.
- All cut plant material is sprayed with the proper herbicide as registered for specific plant species.
- Felled tree and bush material with diameter exceeding 150mm is cross cut into lengths of at least 1m sections. Cross cutting will take place immediately after the felling of a particular tree.
- All cut, dead or dry remains of any vegetation within the work area are removed where it will not constitute a danger to Transnet employee, or it must be removed to a site designated on Transnet property by the Technical Officer or his/her deputy.
- No cut material falls over or is placed in neighbouring property.
- Any plant or other material type be removed from the neighbouring property,
- No plant or other type material is left on the boundary fence of Transnet.
- If there is no re-growth of vegetation occur at any seasonal period during the year of the contract period.
- With regards to work lots as indicated in the Schedule of Service Fees and Cost, the cleaning of all vegetation within the area will be regarded as inclusive to that work lot. If for instance trees and shrubs (1m and higher than 8m) are found within the work area (lot), these species must be regarded as part of the vegetation that needs to be controlled and not separate from the work area. All plant species within the work lot (including grass species) must be cut back to the required height of 30 cm.
- All plant material overhanging in a work lot area must be removed or cut back.
- **Under no circumstances may the felling of trees take place if the remote possibility exist that such trees, when felled, may endanger the safe passing of trains or could result in trains being delayed, or could cause damage to rail network infrastructure. In these cases the appropriate Transnet personnel must be present on site and sufficient precautions taken i.e. Flagmen must be stationed to warn and or stop approaching rail traffic and or electrical switching has taken place.**

B.3 METHOD OF VEGETATION CONTROL

The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques and programming 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.

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

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Vegetation Control

B.4 STANDARDS OF WORKMANSHIP

Cut woody plant material, i.e. trees and bush must be cut to the specified height.

There must be no cut, dead, or dry remains of any vegetation within the work 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. The Contractor must ensure that no plant material fall into the neighbours property, if such instances occur, the Contractor must return to the area that work to rectify the situation at no cost to Transnet.

The Contractor must employ safe and effective methods to ensure good, quality work.

B.5 WORK AREAS

The work areas are depicted as per the Schedule of Quantities and Prices. Where a work area is referred to as a worklot, the size of the worklot will be 6m in width and 500m in length. The measurement for the 6m width will be taken after deducting the 4m from the centre of the railway track, in other words the starting point for the clearing of a worklot will be 6m after deducting the 4m from centre of the track. Individual tree (s) which are indicated in the SOQ must be felled as well.

Additional work will not be added to the work order if the Technical Officer did not specify the additional work before hand.

B.6 PROGRAMME OF WORK

The Contractor shall undertake the planning and programming of the work covered in the contract as stipulated in the Schedule of Service Fees and Cost/ Schedule of Quantities, when it is requested from the Technical Officer.

Transnet requires that the Contractor to be present on site to start work within a week after been notified by the Technical Officer.

B.7 PERFORMANCE MONITORING AND EVALUATION

The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the work performed. He/she shall immediately take appropriate remedial action in areas where the specified standard of work is not achieved.

For the duration of the contract period, revisits of the work areas must be employed in order to verify the successful administration of the tree felling. In the instance where re-growth had occurred, it will be the Contractor's responsibility to re-administer tree felling to obtain the necessary success. This will be done at the Contractor's own costs.

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.

B.8 SAFETY (GENERAL)

Before any work is performed, the Contractor must have a safety talk (which is recorded in the Site Diary) with his/her employees to ensure everyone's safety during the day.

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The Contractor is reminded that working adjacent to railway lines is hazardous and has to be treated as such. Open fires are not allowed on site. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by the Contractor will be for his own account.

The Contractor must ensure that no workers and equipment are on or within 3m of the railway line when a train approaches. The Contractor will provide all protection required for the safe working of his personnel.

All material, which exceeds 2 metres in length, shall be carried below head height near live high-voltage equipment. The utmost care must be taken to ensure that no part of material comes within 3 metres of any live high voltage equipment. The Contractor must also inform the people under his control not to use objects like sticks, poles, etc. to remove objects from high-voltage equipment. No water shall be used in the form of a jet if it can make contact with any high-voltage equipment.

Also see safety precautions for working adjacent to and over railway lines in the E7/1 Document. No work is permitted under live high voltage lines. The Contractor must request that the Technical Officer arrange for the necessary occupation before work commences. **Both the Contractor as well as the Transnet Freight Rail representative must sign the working permit before any work may commence under the high voltage line.**

The Contractor must supply Transnet Freight Rail with a **risk assessment**, from which a Safety plan must be generated for this Project. The Contractor must adhere to this Safety Plan at all times.

B.9 INSURANCE OF WORKS

The Contractor shall take every precaution to protect the Works against damage of any nature.

The Contractor shall, for his/her interests, obtain insurance of the work site established: people, materials, plant, equipment and tools as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer. Transnet Freight Rail will arrange insurance for Public Liability at its own cost.

B.10 INSPECTION OF THE WORK

Inspection of the work will be done within 3 days (depending on the area distance where the works was completed) and after the Contractor has notified the Technical Officer in writing that the work has been completed. The Contractor must notify the Technical Officer at least two weeks before the conclusion of the contract, that the work will be finalised by the end of the estimated time frame. If the work is found to be satisfactory, the Contractor will be paid for the item which was requested by the Technical Officer.

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For the duration of this Contract, the Contractor is required to inspect the working process as well as remedial work.

B.11 REMEDIAL WORK

The Contractor shall carry out remedial work to all work where the standard of workmanship has not been achieved at no cost to Transnet Freight Rail.

The Technical Officer may, at any time after the inspection order the Contractor to carry out remedial action, which is to be done within 24 hours after being ordered.

Failing to commence with remedial work the Technical Officer may arrange for such action to be carried out by other Contractors at the cost of the responsible Contractor.

B.12 POLLUTION PREVENTION AND ENVIRONMENTAL AWARENESS

According to the Environmental Management System of Transnet Freight Rail, pollution must be prevented as far as possible and where pollution occurs due to the negligence of the Contractor, he/she will be responsible for corrective actions.

B.13 MEASUREMENT AND PAYMENT

On the successful completion of the work under this contract given to the Contractor an inspection will be held by the Contractor and the Technical Officer. The Technical Officer will certify whether or not the work had been successfully performed. If the work is satisfactory, Contractor must submit a tax invoices for payment.

The tax invoice must be completed in ink and all the necessary information must be stipulated on the invoice.

The Technical Officer will there after certify the invoice and sign the work off.

Payment for items quoted as in the Schedule of Service Fees and Cost by the Contractor will be payable.

Travelling costs will be calculated as follow: the road kilometre distance from the Depot (Transnet Freight Rail, Rail Network Beaconsfield, KBS Depot) to the designated area of work and back to the Depot.

No additional costs will be paid to the Contractor if he/she had travelled more than once to the work area and/or back to the KBS Depot.

Payment can be expected within 30 days after the invoice date.