



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

REQUEST FOR PROPOSAL (“RFP”)

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

ISSUE DATE : 15 FEBRUARY 2011
CLOSING DATE : 08 MARCH 2011
CLOSING TIME : 10H00
OPTION DATE : 31 JULY 2011

**Please note that late responses and those delivered or posted
to the wrong address will be disqualified.**

Respondents Signature

Date & Company Stamp



RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
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SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. Background, Overview and Scope of Requirements
3. Quotation Form
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. Schedule of Rates
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of Information Briefing Session
10. Schedule of Plant
11. Minimum Communal Health Requirements (E4B)
12. Safety Arrangements and Procedural Compliance (E4E) & TFR Tender Safety Clauses and questionnaire
13. Suppliers Code of Conduct
14. Non-Disclosure Agreement
15. Addendum No. 1: to the E7/1 (July 1998)
For works on, over, under or adjacent to railway lines and near high voltage equipment
16. Supplier Declaration form

Respondents Signature

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SECTION 1

RFP NUMBER EMPSG279-6509

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN ERMELO AND VRYHEID EAST

FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

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

On or after **15 FEBRUARY 2011** the RFP documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of **R250, 00** (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFP; **EMPSG279-6509** and the Company Name. Receipt/s to be presented prior to collection of the RFP/s.

NOTE 1.1 This amount is not refundable. RFP documents will only be available until **15h00 on 28 FEBRUARY 2011**.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Infrastructure Maintenance Boardroom, 227 Mark Street; Vryheid on the **01 MARCH 2011, at 10h00**

- Respondents failing to attend the compulsory information briefing session will be disqualified.
- Respondents without a valid RFP document in their possession will not be allowed to attend the briefing session.
- Respondents to provide own transportation

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

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

Name	:	Sophie Goldstone
Division	:	Transnet Freight Rail, (SCS) Procurement
Email	:	Sophie.Goldstone@transnet.net
Contact No	:	035 906 7662

Respondents Signature

Date & Company Stamp



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

RFQ No	: EMPG279 – 6509
Description	: PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN ERMELO AND VRYHEID EAST
Closing date and time	: 08 MARCH 2011 at 10h00
Closing address	: (refer options paragraph 4 below)

3. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

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

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

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

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

Respondents Signature

Date & Company Stamp



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

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

4. Please note that this RFP closes punctually at **10:00 on Tuesday 08 MARCH 2011**.
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
7. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
9. Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
10. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFP PRICES) of the General RFP Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

Transnet fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFP responses. Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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Transnet consequently urges Respondents (Large Enterprises and QSE's - see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the DTI).

In terms of Government Gazette No 32094, Notice No 354 dated 23 March 2009, as from 1 August 2009 only BBBEE Accreditation Certificates issued by SANSAS approved verification agencies will be valid.

However Accreditation Certificates issued before 23 March 2009, and which are still within their one (1) year validity period, will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e 23 March 2009, by a Verification Agency not approved by SANSAS, will **NOT** be acceptable as from 23 March 2009.

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

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

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFPs the percentage, of the total contract value that would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

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12.3 Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

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

R.....

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

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

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

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

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

DTI BBBEE UNIQUE PROFILE NUMBER:

.....

12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

13. COMMUNICATION

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

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

Respondents Signature

Date & Company Stamp



14. RFQ SCHEDULE

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

15 INSTRUCTIONS FOR COMPLETING THE RFP

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

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

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

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

Respondents Signature

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**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

18. DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFP's 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
- award a contract in connection with this Quotation at any time after the RFP's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFP
- split the award of the contract between more than one Supplier
- make no award of a contract
- preference will be given to locally based suppliers

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

19. LEGAL REVIEW

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

Respondents Signature

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Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

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

Respondents Signature

Date & Company Stamp



SECTION 2

RFP NUMBER EMP279-6509

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN ERMELO AND VRYHEID EAST

FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

PART A : GENERAL

A1 SCOPE OF WORK

This contract covers the burning of firebreaks in the rail reserve and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents.

A2 MANAGER

For the purpose of this contract, "Manager" means the Depot Engineer (Infrastructure) Vryheid or any person lawfully acting in that capacity.

A.3 COMPLETION OF WORK

A.3.1 Transnet requires that the works be completed by the 31st of July of each burning season for the duration of the contract, which period shall include any statutory and builder's holiday falling within this period.

A.3.2 The Contractor may offer a shorter completion period in his tender, which offer may be taken into consideration when adjudicating the tenders.

A.4 INSURANCE OF WORKS

TRANSNET FREIGHT RAIL will make its own arrangements for insurance of the works.

A.5 MACHINERY AND OCCUPATIONAL SAFETY ACT 1993 (ACT 85 OF 1993)

The Contractor shall be regarded as the employer as defined in Section 1 (1) of Act 85 of 1993 (Machinery and Occupational Safety Act) and shall be responsible for ensuring that the requirements of the Act and the regulation are implemented on the work site.

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Also refer to E7/1 Specification and work adjacent to live lines.

A.6 SAFETY

A.6.1 The Contractor shall ensure that all his staff are adequately trained in their duties and are made aware of any dangers. The Contractor shall take all necessary precautionary measures to ensure the safety of his staff.

A.6.2 Any injury to Contractor staff is the responsibility of the Contractor. Staff members shall be trained in the necessary procedures and to assist in the event of injury.

A.6.3 The Contractor and his personnel shall at all times wear reflective vests (similar to those used by TRANSNET FREIGHT RAIL) while working on TRANSNET FREIGHT RAIL premises or in any rail reserve according to TRANSNET Freight Rail's "Directive and procedures for issuing and wearing of reflective vests within service delivery zones" (Document Ref. No. CIR / OD / 0261 of 1 November 2004) and the reflective vests will be supplied by the Contractor during the course of this contract to his personnel.

A.6.4 Before any Contractor will be allowed to perform any work on TRANSNET Freight Rail's premises or in any rail reserve, all staff shall complete an one hour safety / electrical awareness course presented by TRANSNET FREIGHT RAIL at the start of the first working day of the contract and **no site access certificate** will be issued to a Contractor without proof of attending this induction course.

All vehicles, plant and equipment shall also be available that day for inspection, to ensure that they are to requirements, and in good working order.

A.7 SITE FACILITIES

A.7.1 All accommodation shall be supplied by the Contractor. Sites for parking caravans, etc. on TRANSNET FREIGHT RAIL property may be made available to the Contractor.

A.7.2 The Contractor shall make his own arrangements for the supply of water and electricity for domestic and construction purposes.

A.7.3 The Contractor may make use of all available Transnet water supplies.

A.7.4 The Contractor shall, at his cost, make arrangements for connections to existing water and electricity supplies where available. A continuous supply of water or electricity cannot be guaranteed.

A.7.5 The Contractor shall supply toilets for the use of his personnel.

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A.8 VALUE ADDED TAX

Value added tax in terms of the Value added Tax no. 89 of 1991 shall not be included in the tendered rates. Provision is made in the schedule of Quantities/Summary of prices for the lump sum addition of Value added Tax.

A.9 PAYMENT

Value added tax shall not be reflected on monthly contract payment certificates, but paid separately on the presentation of a VAT-invoice by the Contractor.

The value of the work reflected on the VAT-invoice must correspond with the net amount indicated on the Contract payment certificate.

Payment will be made within 30 days from the date of submittal for payment of a complete and correct VAT invoice.

A.10 CO-OPERATION WITH OTHER PARTIES

Departments of Transnet and other Contractors will be working in the confines of the contract work site and in the general area surrounding it during the course of the contract.

The Contractor shall make reasonable allowance in all tendered rates for the necessity to interface with the activities of other Contractors and Transnet and to allow for access at all times for use by other parties unless otherwise agreed by the Engineer.

A.11 COMPETENCE OF CONTRACTOR

The Contractor shall give proof of previous contract (s) on making firebreaks which he / she carried out successfully.

As the burning of a firebreak is regarded as an **EXTREMELY DANGEROUS** activity due to unpredictable weather conditions, a risk-profile for each Tenderer will be compiled measuring his expertise in burning firebreaks; availability of fire fighting vehicles/plant; and human resources (fire fighters) and supervisors.

A.12 EVALUATION OF TENDERS

A.12.1 "Time value of money" methodology and principles will be used in evaluation of tenders including BEE preference.

A.12.2 The tender could be awarded in **FOUR parts** to different tenderers i.e.

Section 1: Ermelo to Swartwater,
Section 2: Swartwater to Mqwabe,
Section 3: Mqwabe to Vryheid East;
Section 4: Vryheid - Sikame to Hlobane

OR

As a whole **OR** in two parts **OR** in three parts **OR** in four parts where economical of scale could possibly apply.

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Tenderers that have the necessary capacity are requested to complete all Items in the Schedules of Quantities and Prices.

A.13 PENALTIES FOR NOT COMPLETING THE WORK.

- A.13.1 Penalties in terms of the Conventional Penalties Act, 1962, shall be payable by the Contractor for not having completed the works by the date specified in clause A3.1.
- A13.2 For each meter that the Contractor did not burn, he shall pay to Transnet 50% of his quoted rates, which will be recovered from any money due to him by TRANSNET FREIGHT RAIL.
- A13.3 Any portion (in meters) either between the service road and the opposite boundary fence and/or between the service road and the adjacent fence that has not been burnt, will be regarded as a penalty against the Contractor and will be handled as specified in Clause A13.2 above.

A.14 SUB-CONTRACTORS

The use of subcontractor's to perform the burning of firebreaks **will not** be allowed and the successful tenderer (Contractor) will be responsible to perform the actual burning of firebreaks. No liaison between TRANSNET FREIGHT RAIL and third parties (sub-contractors) will take place and the Contractor himself will be responsible for the arrangement of supervision (Clause B3.2) and the obtaining of a **daily burning permit number** as required in Clause B6.4.1.

PART B: SPECIAL CONDITIONS

B.1 SCOPE

This contract covers the burning of firebreaks over a two (2) season period, i.e. the 2011 and 2012 burning seasons in the Rail reserve (i.e. from boundary fence to boundary fence) on the Vryheid district.

B.1.1 Tenderers are invited to tender for the following sections of line.

- (a) **SECTION 1: ERMELO – COMMONDALE,**
- (b) **SECTION 2: COMMONDALE - MQWABE**
- (c) **SECTION 3: MQWABE – BLOUBANK**
- (d) **SECTION 4: SIKAME – HLOBANE**

(Refer to Schedule of Quantities and Prices Section 6);

B.2 DEFINITIONS

B.2.1 TRACER BELTS

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- B.2.1 A tracer belt shall be an area not less than one metre, (1m) in width either hoed, disked or sprayed with chemicals to form as a boundary line before actual burning.

B.2.2 FIREBREAKS

- B.2.2.1 A firebreak shall consist of a burnt area, as described underneath and shall be free of any flammable material.
- B.2.2.2 Firebreaks will extend from the boundary fences on either side of the railway line for a width of ten (10) metres inwards from the fence toward the railway line.
- B.2.2.3 In station yards it may be required to burn only up to 20m on from the fence line on either side of the reserve.
- B.2.2.4 Firebreaks must be made beforehand, around electrical and other flammable equipment.
- B.2.2.5 The Contractor will be permitted to work outside normal working hours, in which case he shall apply to the Manager at least three (3) days before he proposes to introduce such working.
- B.2.2.6 No burning of firebreaks shall take place when the wind speed exceeds 30 kmph, or when the fire danger rating for a specific region in which a section of railway-line is falling, exceeds the acceptable criteria rating for that region (See Clause B6.4).

B.2.3 11KV WOODEN POLES

These are the wooden poles occurring within the rail reserve used to carry the 11 KV Electrical line.

B.2.4 ELECTRICAL AND SIGNAL EQUIPMENT AND CABLES

This is the equipment occurring along the rail reserve necessary for the operation of trains.

B3. METHOD OF WORK

The work is required to be completed in two distinct phases. Phase **ONE** of the work should comprise of the following actions:

B.3.1 HOEING, DISKING OR SPRAYING

The hoeing, disking or spraying of tracer belts are to be done that there are two lines present, parallel to the boundary fence. The first line to be next to the boundary fence and a second line ten meter's inside of this line.

B.3.2 CUTTING OF GRASS

The cutting of grass around the 11KV wooden mast poles and the cutting of grass around all electrical and signal equipment and lines where this equipment and cables occur within the required fire belt area.



B.3.3 BURNING OF TRACER BELTS

The burning of the tracer belt areas is to take place once acceptable die back has occurred, but no later than four weeks, (4) after the work done in B3.1.
This action to be completed no later than the **15 March 2011**.

The second phase of the work shall be required as follows:

B.3.3 BURNING OF FIRE BREAKS

The burning of the breaks shall be required between the tracer belts. This burning to take place once the first frost has occurred in the area. The burning of the fire breaks is to be completed by **31 July** each year.

B.4 LABOUR

B.4.1 All staff shall be trained in fire prevention and firefighting techniques relevant to the work being done to combat and extinguish fires by the Contractor.

B.4.2 Contractor's Supervisor with a "C" certificate (two day TRANSNET FREIGHT RAIL course to work near electrical equipment), **shall be present on site at all times and supervise all work done by the Contractor.**

B.5 MATERIALS AND EQUIPMENT

Each fire fighter shall be equipped with the necessary fire fighting equipment (as required to do the work and to comply with the Machinery and Occupational Safety Act of 1993) like fire beaters, fire resistant overall, apron protector (or similar to enable workers to get close enough to combat fire) or any other approved fire fighting equipment like hand pumps containing at least 18 liters of water. Fire beaters must not be less than 300mm X 500mm on a 2m reach.

B.6 PLANT

B.6.1 The Contractor shall supply, maintain and operate all equipment he deemed necessary to complete the work in accordance with the true meaning and intent of the contract like a 5 000 liters self propelled water tanker equipped with high pressure pump with two outlets to accommodate two, one hundred meter hoses of twenty five millimeters diameter and a 700 liters "Sakkie Bakkie" (a vehicle with a water-tank on the back fitted with a high pressure pump) fitted with a 100 meter hose of 25mm diameter.

B.6.2 All fuel must be supplied by the Contractor.

B.7 COMMUNICATIONS

B.7.1 Prior to the commencement of work the Contractor shall establish a list of all adjoining landowners in the areas where work is to be carried out. A means of communication with the adjoining landowners shall be established and implemented.

B.7.2 These landowners shall be notified of the intention to prepare and maintain a firebreak by burning and the Contractor must determine a mutually agreeable date or dates with the owners of

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adjoining land for doing so **and inform the fire protection association (FPA) for the area** as described under Clause B6.4 underneath.

- B.7.3 If agreement cannot be reached the Contractor must give to the owners of adjoining land and the fire protection association (FPA) for the area at least 14 days written notice of the day or days during which the Contractor intends burning firebreaks.

B.7.4 Communication with fire protection association (FPA) :

- B.7.4.1 Contractor to liaise on a daily basis with TRANSNET FREIGHT Rail's Fire Officer, (Mr. T.B. LEBESA at telephone (017) – 801 2315 or cell 083 3087 240 (Fax 017 – 801 2316) to notify the mentioned person (who is part of the fire protection association Vryheid Area to prepare and maintain a firebreak by burning on a specific section of Railway-line. The fire officer will give the Contractor a fire danger index (FDI) which will be available daily at 10h00 and 14h00 as well as a **burning permit_number** to proceed with firebreaks (if circumstances are favorable according to the FDI).

- B.7.4.2 **NO BURNING OF FIREBREAKS** will take place if the Contractor fails to comply to each and every of the following precautions on a specific day:

- a.) Notification of adjoining landowners by mutually agreeable date or dates as describe in B6.2 above;
- b.) Notification of adjoining landowners and the fire protection association by written notice if agreement cannot be reached as per Clause B6.3;
- c.) Obtaining of a daily burning permit number if the fire danger index for a particular day is favorable for a specific region in which a section of Railway-line falls as per Clause B6.4.1;
- d.) Contractor's supervisor to be present on site at all times and supervise all work done by the Contractor regarding the burning of firebreaks as per Clause B3.2.

- B.7.5 A list of all emergency services (i.e. fire brigades, forestry lookout post, fire protection association and emergency services, etc.) shall be obtained and a communication system set up with these services. In the event of a run away fire the Contractor shall notify the landowners and the local emergency services. These lists and communication systems shall be continually updated.

B.8 LIABILITY

- B.8.1 The Contractor must take care to ensure that work carried out near railway lines is done to Transnet E7/1 (April 1991) specifications for work done on, over, underneath or adjacent to railway lines and high power electrical wires and equipment.

- B.8.2 The Contractor must take care to ensure that the burning of firebreaks is in accordance with Act No.101 of 1998 NATIONAL VELD AND FOREST FIRE ACT, 1998.

B.9 MEASUREMENTS AND PAYMENTS

- B.9.1 Tracer belts shall be priced and measured per running meter of rail reserve and measurement shall take place at the end of each month and payment will be made on the length of running meter of rail reserve burnt.

Respondents Signature

Date & Company Stamp



- B.9.2 The price will include the making of two one metre wide tracer belts along the length of the rail reserve on both sides of the railway line, i.e. four one metre lines.
- B.9.3 The rate tendered shall allow for transportation and all incidental costs. No additional payment will be made for equipment and materials required to complete the work.
- B.9.4 Payment for the burning of fire breaks shall be made at the end of the burning cycle or 31 July and shall be based on the rates quoted as in Part C in the Schedule of Quantities and Prices.
- B.9.5 Burning of firebreaks shall be priced and measured per running meter of rail reserve.
- B.9.6 The Contractor shall carry out the work in accordance with the attached specification and in a thorough and workmanlike manner. The final acceptance of the work rests with Transnet's Manager at Vryheid
- B.9.7 In the event of the Works failing to comply with the attached specification, the Contractor will have the option of going back and correcting it within the time limit as per Clause A3.1.

B.10 DISCREPANCIES IN DOCUMENTS

In the event of any discrepancies or inconsistencies between this specification and any other specification or drawing, this specification shall prevail.

B.11 TRANSNET FREIGHT RAIL RESERVE

The reserve is the area that exists between the boundary fences through which the railway line runs. Where the fence is absent, a straight line between fence posts will determine the boundary, or as pre determined in conjunction with the Technical Officer.

20. GENERAL INFORMATION

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

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

21. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Respondents Signature

Date & Company Stamp



Accepted:

YES		NO	
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22. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

YES		NO	
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23. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

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

If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific

Respondents Signature

Date & Company Stamp



areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



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.....

24. RISK

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

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

.....

.....

.....

.....

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

.....

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

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(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 23 above)

.....

 Respondents Signature

 Date & Company Stamp



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.....

25. REFERENCES

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

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

26. EVALUATION CRITERIA

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Compliance – Completeness of your responses and content of the Quotation will be considered
- Previous performance/Track record/Experience
- BBBEE status of company
- Plant/Equipment available
- Satisfactory proof of his qualifications

Respondents Signature

Date & Company Stamp



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

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

28. INDEMNITY CLAUSE:

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

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 3

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

QUOTATION FORM

I/We _____
(name of company, close corporation or partnership)

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

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

Respondents Signature

Date & Company Stamp



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

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

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

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

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

I/We accept that any contract resulting from this offer will be for a period of two (2) years only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFP

Respondents Signature

Date & Company Stamp



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

VALIDITY PERIOD

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

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

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

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

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.

Respondents Signature

Date & Company Stamp



(iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

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.....
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.....

REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

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

Name
Address

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

Respondents Signature

Date & Company Stamp



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

YES	
-----	--

NO	
----	--

DECLARATION

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

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

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

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet's discretion or the particular Service(s) purchased outside the contract.

Respondents Signature

Date & Company Stamp



RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

Notice to Bidders – Section 1
Background overview – Section 2
Quotation Form – Section 3
Resolution of Board of Directors (Respondent's Representative) - Section 4
Certificate of Acquaintance with RFQ Documents – Section 5
Schedule of Rates - Section 6
General Tender Conditions - Form CSS5 – Section 7
Conditions of Contract - Form US7 – Section 8
Certificate of attendance of Information Briefing – Section 9
Schedule of Plant and Equipment – Section 10
E4B – Minimum Health Requirements – Section 11
E4E – Safety arrangements and Procedural compliance & TFR Tender Safety
Clauses and Questionnaire – Section 12
Supplier code of conducts – Section 13
Non-Disclosure Agreement – Section 14
Addendum No. 1: to the E7/1 (July 1998) – Section 15
Transnet Supplier Declaration/Application – Section 16
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)
Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
Certified Copy of Share Certificates of Shareholders, CK1
A Letter with the company's letterhead confirming physical and postal addresses
Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)
Satisfactory proof of company qualifications
Letter of Good Standing with the Compensation Commissioner

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognize no claim for relief

Respondents Signature

Date & Company Stamp



based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED a _____ this _____ day of _____ 2011.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondents Signature

Date & Company Stamp



SECTION 4

RFP NUMBER EMPSG279-6509

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN ERMELO AND VRYHEID EAST

FOR A PERIOD OF TWO YEARS

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company _____

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

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondents Signature

Date & Company Stamp



SECTION 5

RFP NUMBER EMPSG279-6509

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN ERMELO AND VRYHEID EAST

FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

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

SIGNED at _____ on this _____ day of _____ 2011.

WITNESS: _____

SIGNATURE OF RESPONDENT

Respondents Signature

Date & Company Stamp



SECTION 6

RFP NUMBER EMP279-6509

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN ERMELO AND VRYHEID EAST

FOR A PERIOD OF TWO YEARS

SCHEDULE OF RATES

SECTION 1: ERMELO TO SWARTWATER

ITEM No..	REFERENCE CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts Year 1	236	KM		R
2	B.9.4	Fire Breaks Year 1	236	KM		R
3	B.9.1.	Tracer Belts Year 2	236	KM		R
4	B.9.4	Fire Breaks Year 2	236	KM		R
					SUB-TOTAL	R
					14 % VAT	R
					TOTAL	R

Respondents Signature

Date & Company Stamp



SECTION 2: SWARTWATER TO MQWABE

ITEM No..	REFERENCE CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts Year 1	211	KM		R
2	B.9.4	Fire Breaks Year 1	211	KM		R
3	B.9.1.	Tracer Belts Year 2	211	KM		R
4	B.9.4	Fire Breaks Year 2	211	KM		R
SUB-TOTAL						R
14 % VAT						R
TOTAL						R

SECTION 3: MQWABE TO VRYHEID EAST

ITEM No..	REFERENCE CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts Year 1	116	KM		R
2	B.9.4	Fire Breaks Year 1	116	KM		R
3	B.9.1.	Tracer Belts Year 2	116	KM		R
4	B.9.4	Fire Breaks Year 2	116	KM		R
SUB-TOTAL						R
14 % VAT						R
TOTAL						R

Respondents Signature

Date & Company Stamp



SECTION 4: SIKAME TO HLOBANE

ITEM No..	REFERENCE CLAUSE	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	B.9.1.	Tracer Belts Year 1	50	KM		R
2	B.9.4	Fire Breaks Year 1	50	KM		R
3	B.9.1.	Tracer Belts Year 2	50	KM		R
4	B.9.4	Fire Breaks Year 2	50	KM		R
SUB-TOTAL						R
14 % VAT						R
TOTAL						R

Respondents Signature

Date & Company Stamp



SECTION 7

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 8

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

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

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

Respondents Signature

Date & Company Stamp



SECTION 9

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.

2.

Representative(s) of

(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of
this RFQ on2011.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

Respondents Signature

Date & Company Stamp



SECTION 10

RFP NUMBER EMPSG279-6509

PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN ERMELO AND VRYHEID EAST

FOR A PERIOD OF TWO YEARS

SCHEDULE OF PLANT

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

(i) Plant immediately available for work tendered for :

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

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

Respondents Signature

Date & Company Stamp



SECTION 11

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 12

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

**Refer Form E4E attached hereto
&
Transnet Freight Rail Tender Safety Clauses and Questionnaire**

Respondents Signature

Date & Company Stamp



SECTION 13

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 14

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

Non-Disclosure Agreement ("NDA")

Complete and sign NDA attached hereto

Respondents Signature

Date & Company Stamp



SECTION 15

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

Addendum No. 1: to the E7/1 (July 1998)

For works on, over, under or adjacent to railway lines and near high voltage equipment

Refer to Annexure attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 16

RFP NUMBER EMPSG279-6509

**PROVISION OF THE BURNING OF FIREBREAKS IN THE RAIL RESERVE BETWEEN
ERMELO AND VRYHEID EAST**

FOR A PERIOD OF TWO YEARS

Supplier Declaration form

Complete and sign Supplier Declaration form attached hereto

Respondents Signature

Date & Company Stamp