



TFR, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No BLE/52641
AS AND WHEN EMERGENCY REPAIRS AND MAINTENANCE TO TRANSNET
FREIGHT RAIL ASSETS IN BELLVILLE AREA FOR A PERIOD OF 24 MONTHS.**

DELIVERY TO: Bellville

ISSUE DATE: 31 March 2014.

CLOSING DATE: 15 April 2014.

CLOSING TIME: 10h00



SCHEDULE OF DOCUMENTS

**AS AND WHEN EMERGENCY REPAIRS AND MAINTENANCE TO TRANSNET
FREIGHT RAIL ASSETS IN BELLVILLE AREA FOR A PERIOD OF 24 MONTHS.**

1. Notice to Bidders
2. Quotation Form
3. Standard Term and conditions for the supply of Goods and/or Services to
Transnet
4. General bid conditions – (Services)
5. Standard Terms and Conditions of Conditions of Contract (Services)
6. Supplier Declaration Form (SDF)
7. Project Specification
8. Service Fees and Cost

Annexure:

- E7/1 – Specification for General Work and works on, over, under or adjacent to
Railway lines near high voltage equipment

"PREVIEW COPY ONLY"

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: Post or Courier
CLOSING VENUE: SEE BELOW FOR CLOSING VENUE

Proposals must reach the Secretariat, 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:

RFP No: BLE/52641
Description: AS AND WHEN EMERGENCY REPAIRS AND MAINTENANCE TO TFR ASSETS IN BELLVILLE AREA FOR A PERIOD OF 2 YEARS.
Closing date and time: 15 APRIL 2014 AT 10h00 Sharp
Closing address: [Refer to options in Delivery Instructions for RFQ below]
All envelopes must reflect the return address of the Respondent on the reverse side.

A. DELIVERY INSTRUCTIONS FOR RFQ

Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the main entrance of Transnet Park, ROBERT SOBUKWE Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
ROBERT SOBUKWE ROAD
BELLVILLE 7535

The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no 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, each such envelope to be addressed as above.

Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
6TH FLOOR
TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE

Please note that this RFP closes punctually at **10:00 on Tuesday 8 April 2014**.

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
5. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

B. FORMAL BRIEFING

A compulsory RFQ briefing and Site Meeting will be conducted at Transnet Freight Rail, Transnet Park, 6th Floor, Robert Sobukwe Road, Bellville. On the **10 April 2014** at 10h00 for a period of ± 30 minutes. [Respondent to provide own transportation and accommodation].

- i. **Respondents failing to attend the compulsory RFP briefing will be disqualified.**
- ii. The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.
- iii. **Site inspection: Not required.**

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

1 Responses to RFQ

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

2 Broad-based Black Economic Empowerment [B-BBEE]

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

2.1 B-BBEE Scorecard and Rating

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

- The 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included).

- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

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

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

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

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

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

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

[Refer clause 19 below for Returnable Documents required]

3 Communication

- 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.
- A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:
Name: Doepie du Preez Email: Doepie.dupreez@transnet.net
- Respondents may also, at any time after the closing date of the RFQ, communicate with Carol Swan on any matter relating to its RFQ response:
Telephone 021 940-3846 Email Carol.swan@transnet.net

4 Tax Clearance

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

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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

13 Transnet’s supplier integrity pact

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

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

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

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
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.
Financially weighted evaluation based on 80/20 preference point system as indicated in paragraph Error! Reference source not found.	<ul style="list-style-type: none"> 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 indicated in Annexure A.

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.

15 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 Returnable Documents

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing	

Respondent's Signature

Date & Company Stamp

Returnable Documents	Submitted [Yes or No]
date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/directors portfolio 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
ANNEXURE A – B-BBEE Preference Points Claim Form	

b) In addition to the requirements of paragraph (a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

"PREVIEW COPY ONLY"

Section 2

QUOTATION FORM

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

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

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

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

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

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: [for SERVICES, attach a scope of work & pricing schedule]

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

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

 Respondent's Signature

 Date & Company Stamp

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s)? A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods or services specified in the Order [collectively, the Products] from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Products/Services do not conform to the Order, Transnet may reject the Products/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorized additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark, on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and holds it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products/Services so that they become non-infringing,

Provided that in both cases the Products/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Products/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Products/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, or upon written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods/Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Products/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Products/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 0, 0, **Error! Reference source not found.**, 0 and 0. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

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

SIGNED at _____ on this ____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

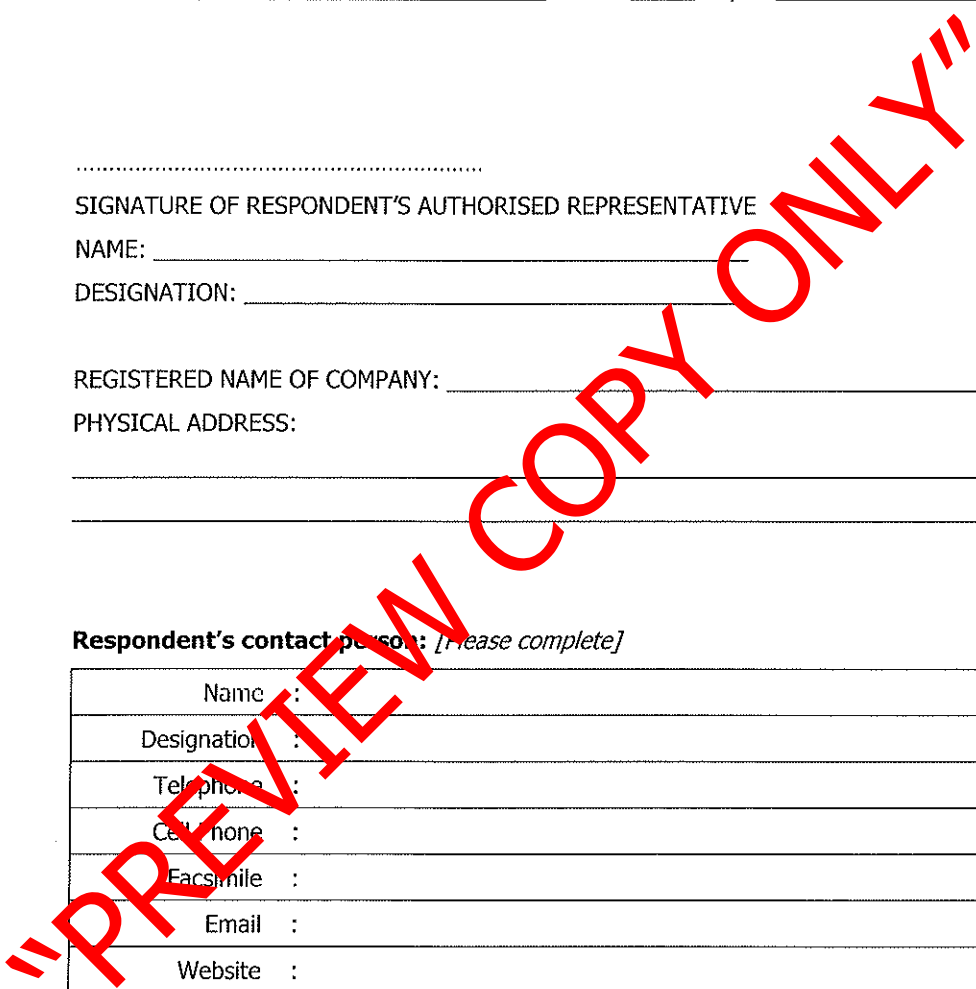
DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: [Please complete]

Name	:	
Designation	:	
Telephone	:	
Cell phone	:	
Facsimile	:	
Email	:	
Website	:	



**Transnet urges its clients, suppliers and the general public
To report any fraud or corruption to
TIP-OFFS ANONYMOUS : 0800 003 056**

Section 4
GENERAL BID CONDITIONS [SERVICES]

Copy is available on request.

"It is the responsibility of the Bidder to ensure they are familiar with the General Bid Conditions."

"PREVIEW COPY ONLY"

Section 5.
STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION
OF SERVICES TO TRANSNET

Copy available on request.

"PREVIEW COPY ONLY"

SECTION 6

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 general 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,

Transnet Vendor/Supplier Management .Contact people Carol tell: 021 940-3846 fax 021 940-3883.



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				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
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 firm 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.			

SECTION 7.

RFQ NUMBER BLE/52641

AS AND WHEN EMERGENCY REPAIRS AND MAINTENANCE WORK TO TRANSNET FLEIGHT RAIL ASSESTS IN BELLVILLE AREA FOR A PERIOD OF 2 YEARS

SCOPE OF REQUIREMENTS (PROJECT SPECIFICATIONS & SPECIAL CONDITIONS)

PROJECT SPECIFICATION

1. BACKGROUND

The work consists of AS and WHEN Emergency Repairs and Maintenance work to Transnet Freight Rail assets in the Bellville area. The area covered in this contract comprises of all assets in the vicinity of Bellville Station and within 75km radius thereof. This contractor has to be an existing contractor operating in the building field. All agencies will be excluded and an inspection of the contractors building premises will be conducted before commencing with any work. Among his qualified staff he must have a registered plumber on his books.

2. GENERAL

2.1 The contractor must be conversant with the following specifications / regulations:

Transnet Freight Rail's Specifications (Enclosed)

Specification for work on, over, under or adjacent to railway lines and high voltage equipment 2/7/1

SANS Specifications

CIVIL STANDARDS	SANS 11200
NATIONAL BUILDING REGULATIONS	SANS 10400 - 11982
Water Supply and drainage for buildings:	
PART 1 - WATER	SANS 10252 - 1
PART 2 - DRAINAGE	SANS 10252 - 2

The Installation, maintenance, replacement and repair of fixed electric water heating Systems
SANS 10254

Guidelines for the provision of Engineering Services in Residential Townships by the Department of Community Development.

JASWICK

Approval for all plumbing fittings and pipes

2.2 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as required and shall be made available for Transnet Freight Rail on the invoice when submitting a claim.

2.3 Final Inspections

The Contractor is responsible for ascertaining if the work is complete before submitting his Tax Invoice.

2.4 Recording of the works

The Contractor shall keep and maintain accurate records in the site diary of all work so that the extent of the work relative to tests carried out on the material can readily be determined.

2.5 Setting out of the works

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

2.6 Keep site tidy

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

2.7 Adhere to the time

Adhere to the time allowed per task/request given by representative, based on times as laid down in Transnet bonus work manuals / schedules or on manufacturer's standard times, without neglecting the standard of workmanship. Be subjected to the control, authority and supervision of Transnet.

2.8 Quality

Guarantee the quality of his workmanship for a period of twelve (12) months. In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

3.1 Disposal of soil

All excavated material, and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dump site.

3.2 Excavation generally

The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be accordance with SANS 1200: DB – risk of collapse, dealing with ground water, seepage and keeping the excavation free from water, backfilling, working space.

3.3 Pipes, services, cables and fittings

The Contractor shall communicate with the Project Manager when in doubt of the location of underground services on site. The Contractor shall take special precautions not to damage any

water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractors account.

3.4 Compaction of the in-situ

The contractor shall water and compact the upper 150mm of the in-situ material, and as described in clauses 4.1, before placement of any material in the next layer.

4. STANDARD CONSTRUCTION REQUIERMENTS

4.1 Water requirements

Water shall be made available if required. The contractor must supply all connections and hoses as necessary.

SPECIAL CONDITIONS

1. CONDITIONS

1.1 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof.

1.2 The Contractor shall also provide:

1.2.1 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualification shall be:

- A trade test diploma from the Department of Manpower issued at a test centre; or
- A completed contract of apprenticeship; or
- Proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from foreign country.

- A license for water connections (if applicable); or
- A registered plumber as per the SABS 0400 (if applicable).

- Or any competency as need and recognized by the Department of Labour.

1.2.2 Proof that he is able to perform all kinds of general repair work:

If the workmanship is not of standard albeit that the incumbent who undertakes the work is qualified as per clause 1.2.1, Transnet Freight Rail will reserves the right to ask that this incumbent be removed for doing work for Transnet Freight Rail.

The successful tenderer shall give a list of his employees who shall perform the various tasks to Transnet Freight Rail.

2. TAXES/LEVIES

The Contractor shall pay any and all applicable taxes payable by the qualified artisans, workmen's compensation, duties of fees assessed or levied by the Central Government,

Provincial or Local Authority or a regional service council as a result of the services provided by the Contractor in terms of his Agreement.

3. RECORD KEEPING

The contractor shall keep daily records, time sheets and such other records or documents as may be necessary to enable the parties to determine exactly how many hours per day (including overtime) the Contractor has been in Transnet's service.

4. SUB-CONTRACTOR

The Contractor shall not assign his obligations under the contract, nor subcontract the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.

5. PRICE STRUCTURE AND PAYMENT

The rates shall remain firm for a one year contract period and no further review of basic rates shall be entertained during the contract period.

The invoiced amount payable to the Contractor shall be the sum of the charges as set out in the Service Fees and Cost which shall be determined in accordance with the record, time sheets and such other documents kept by parties, and which shall be invoiced on completion of the task.

6. IMPOSSIBILITY OF PERFORMANCE

Should any of the obligations of any party to this Contract become objectively impossible of performance, such party shall be exempted from its obligations under this Agreement, if:

The circumstances that rendered performance impossible was enforceable at the time of contracting and the party concerned displayed reasonable care and diligence in attempting to avoid the consequences thereof, or

The circumstances that rendered performance impossible was foreseeable at the time of contracting but was beyond the control of the party concerned, provided that such party could not reasonably have expected to have taken it into account in undertaking his contractual obligations and displayed reasonable care and diligence in attempting to avoid the consequences thereof.

Such exemption shall, however, operate only for the period during which the relevant circumstance prevails. Notice of such circumstances shall be conveyed to the other party in writing without delay.

7. BREACH OF CONTRACT

In the event of either party committing a remedial breach of the contract and failing to remedy such breach within 2 (two) days after the receipt of a written notice from the other party setting out details of the breach and calling for the remedy thereof, then the aggrieved party shall be entitled forthwith, without prejudice to its legal remedies, to cancel this contract by notice in writing to the other party. Cancel this Agreement by written notice to the other party.

Furthermore all cost incurred by Transnet Freight Rail owing to this breach could be recovered by Transnet Freight Rail.

8. ADVERTISING RIGHTS

The Contractor acknowledge the he is acquainted with the provisions of section 14(2) of the Merchandise Marks act of 1941, in terms of which he is prohibited from advertising the fact that he is a Contractor to Transnet unless the written authority of Transnet thereto has first been obtained. Transnet reserves all advertising rights on Transnet's property. The Contractor shall not trade on Transnet's property.

9. COMPLIANCE WITH STATUTES

The Contractor shall comply with the provisions of the Workman's Compensation Act, 1941, as amended; the Occupational Health and Safety Act, 1993, (Act 85 of 1993) Provincial Ordinances and local Authority By-Laws, and all relevant Regulations framed there under.

Compliance with all applicable legislation shall be entirely at the Contractor's cost.

10. SUPERVISION

The Production Manager will delegate a responsible person to take control of the supervision and management of the contract. The contractor shall only respond to these incumbents that have been given in writing, any instruction that is not given via the delegated managers will be null and void.

11. INSPECTION OF WORK

During the progress of the contract, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspections.

Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship or any other fault or neglect on the part of the Contractor, such defective materials or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the entire satisfaction of the authorized representative.

12. PERIOD OF APPOINTMENT

The Contractor appointment in terms of his Agreement shall commence from the date of notification and continue for a period of 2 (two) years or R650, 000.00 (excluding VAT) in monetary terms.

13. INSTRUCTIONS TO THE CONTRACTOR

All instructions to the Contractor shall be confirmed in writing and only requests that are received in writing. (Fax or written in the recognized SI book) will be accepted for payment.

The Contractor shall then record the event/incident in detail in writing stating the work carried out by (using say a burst pipe for example):

- Date and time received the request
- Reaction Time (started the work)
- Date and time that the work was completed

- The size of the pipe
- The depth of the pipe in the ground (top of pipe to ground level)
- The position of the pipe in relation to buildings (measure distance from corners of buildings , two measurements and give asset number of the building)
- State all the material used to repair the pipe

14. PENALTIES FOR DELAY

The contractor shall be required to complete each part of the work as given in the site instruction book within a period as agreed to by Transnet Freight Rail's representative.

Notwithstanding that above emergency work shall be reacted upon immediately and the situation made safe and if a burst pipe the water shutdown to prevent waste. Furthermore that repair work shall be then repaired as soon as practically possible.

Failing completion of the work within the period as stipulated above, the contractor shall pay to Transnet Freight Rail as penalty the sum of R200.00 (Two Hundred Rand) for every day or part thereof during which the works remain incomplete.

15. ACCESS TO SITE

The areas are restricted and the contractor must ensure that he complies with the regulations of Transnet Freight Rail in every way. Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for processing these permits. This includes changes to staff during the contract period.

16. MATERIALS FOUND ON SITE

The Contractor shall not use in the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site or on Transnet Freight Rail's property may be removed (even if deemed as scrap) by the contractor

17. CLEANING OF THE SITE

The Contractor shall provide for the cleaning and sorting all rubbish and debris of whatever kind throughout the duration of the contract, upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

18. WORKING OUTSIDE NORMAL WORKING HOURS

Normal working hours are between 07:00 and 17:00 Mondays to Fridays. If it is required to work outside the stated normal hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail's will not unreasonably withhold permission: however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

19. SAFETY PRECAUTIONS

19.1 Act 85

The Contractor shall comply and perform all duties in accordance with the Occupational Health and Safety Act 1993. The E4E form is attached and must be completed.

19.2 Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind.

These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act , 36/1998

The Contractor shall appoint a responsible person to ensure that no incident shall occur on the site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

20. BEYOND 75 KM RADIUS

The Price shall be inclusive of travelling within 75 km radius from the Transnet Freight Rail offices in Bellville. If beyond the 75 km then the contractor shall be compensated for this as per the Service Fees and Costs. Note this rate is from the 75km radius to the requested work and the price is inclusive of the return trip.

"PREVIEW COPY ONLY"

SECTION 8.**RFQ NUMBER BLE/52641****AS AND WHEN EMERGENCY REPAIRS AND MAINTENANCE WORK TO
TRANSNET FREIGHT RAIL ASSETS IN BELLVILLE AREA FOR THE
PERIOD OF 2 YEARS****SERVICE FEES AND COST**

Emergency repair work will be carried out at the following hourly / daily rates (exclude vat):

1. Hourly rates for the artisans have to include the assistance and transport.
2. Labour rates are for unsupervised general worker staff required periodically per day.
3. Overtime rate is the full tariff for the particular artisan and not the additional extra amount charged / paid as overtime.
4. Rates for Saturdays, Sundays and Public holidays is the full tariff for the particular artisan and not the additional extra amount charge.
5. Handling Fee covers the cost of hired plant and material purchased as per invoice submitted.

<i>Item</i>	<i>Description</i>	<i>Period of Duty / Service</i>	<i>Unit</i>	<i>Rate</i>
1.	STANDARD RATES (per hour)			
1.1	PLUMBER	Normal Time 07:00 – 17:00	Hour	
1.2	CARPENTER	Normal Time 07:00 – 17:00	Hour	
1.3	PAINTER	Normal Time 07:00 – 17:00	Hour	
1.4	WELDER	Normal Time 07:00 – 17:00	Hour	
1.5	LABOURER	Normal Time 07:00 – 17:00	Hour	
2	OVERTIME RATES (week days per hour)			
2.1	PLUMBER	After 17:00 – 07:00	Hour	
2.2	CARPENTER	After 17:00 – 07:00	Hour	
2.3	PAINTER	After 17:00 – 07:00	Hour	
2.4	WELDER	After 17:00 – 07:00	Hour	
2.5	LABOURER	After 17:00 – 07:00	Hour	
3.	RATES FOR SATURDAY ; SUNDAY AND PUBLIC HOLIDAYS (per hour)			
3.1	PLUMBER	Anytime Day or Night	Hour	
3.2	CARPENTER	Anytime Day or Night	Hour	
3.3	PAINTER	Anytime Day or Night	Hour	
3.4	WELDER	Anytime Day or Night	Hour	

Respondent's Signature

Date & Company Stamp

<i>Item</i>	<i>Description</i>	<i>Period if Duty / Service</i>	<i>Unit</i>	<i>Rate</i>
3.5	LABOURER	Anytime Day or Night	Hour	
4.	LABOUR RATE ONLY (General Work)			
4.1	LABOUR RATE	Normal Time	Per day	
4.2	LABOUR RATE	Anytime Day or Night	Per day	
5.	TRAVELING RATE (Beyond 75km Radius)	As indicated in the Special conditions	km	
6.	HANDLING FEE		%	
TOTAL (Exclusive of Vat)				R

Amount tendered in words:

_____ **(Exclusive of Vat)**

In the event of any discrepancy, the amount in words will take precedence over the amount in figures.