

**FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

An authorized Financial Services Provider – FSP 18828

REQUEST FOR QUOTATION [RFQ]

RFQ FOR THE RENOVATION OF VARIOUS ASSETS OF TRANSNET FREIGHT RAIL IN BRITS

RFQ NUMBER ERAC NS0454 9578
ISSUE DATE: 26 OCTOBER 2012
CLOSING DATE: 13 NOVEMBER 2012
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 90 days

SCHEDULE OF BID DOCUMENTS

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
FRC	Further Recognition Criteria
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NGP	New Growth Path
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFQ	Request for Quotation
SD	Service Provider Development
SME	Small Medium Enterprise
SOC	State Owned Company
ST&C	Standard Terms and Conditions
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp

RFQ FOR THE RENOVATION OF ASSET No. 02AE216P AND ASSET No. 02AE215P AT BRITS**Section 1: NOTICE TO BIDDERS****1 QUOTATION REQUEST**

Responses to this RFQ [hereinafter referred to as a **Quotation** or **Quotations**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity** or **Respondent**] to supply the aforementioned requirement(s) to Transnet.

On or after 26 October 2012, the RFQ 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, on payment of an amount of R100,00 (inclusive of VAT) per set. Payment is to be made as follows:

Bank:	Standard Bank
Account Number:	203158598
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Limited Head Office
Reference:	ERACYS0453-9546

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFQ documents and submitted with your Quotation.

RFQ documents will only be available until 15h00 on Wednesday on 31st October 2012

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory site briefing session will be conducted at Transnet Freight Rail, **Infra Maintenance Depot, 53 Spoorweg street, Brits** on the 1st November 2012, at **10h00** for a period of \pm 1 hour. [Respondent to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Quotation.
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFQ briefing will be disqualified.
- 2.3 Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or RFQ briefing.
- 2.4 The briefing session will start punctually at 10h00 and information will not be repeated for the benefit of Respondents arriving late.

3 QUOTATION SUBMISSION

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:	ERAC NS0454 9578
Description	Renovation of asset 02AE216P & asset 02AE215P in Brits
Closing date and time:	13 November 2012, 10h00
Closing address	<i>[Refer options in paragraph 4 below]</i>

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington road, Parktown, Johannesburg, and should be addressed as follows:

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

- a) 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, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

4.2 Dispatch by courier

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

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

- 4.3 Please note that this RFQ closes punctually at 10:00 on ***Tuesday, 13 November 2012.***
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."

- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 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 locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 23 [*Alterations made by the Respondent to Tendered Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective Service Providers to submit Quotations for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

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

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard

- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
- EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership
 - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
 - EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

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

N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your entity's annual turnover for the past year:

R_____

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.

5.2 Joint Ventures and Subcontractors

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFQs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ response to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Annexure A.

Please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

5.3 B-BBEE Registration

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

5.4 Further Recognition Criteria

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-

BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, a further **10% [ten per cent]** will be allocated to a Respondent's score based on the "Further Recognition Criteria" [FRC] on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are required to submit their Further Recognition Criteria with their Quotations. [Refer Section 17 for further instructions]

5.5 Service Provider Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Service Provider Development [SD] initiatives.

6 COMMUNICATION

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

6.1 For specific queries relating to this RFQ, a Bid Clarification Request Form should be submitted, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose all Respondents need to indicate by email their intention to respond to this RFQ by informing Transnet of their contact details as soon as possible but on or before 3 days prior the closing date to prudence.nkabinde@transnet.net.

6.2 After the closing date of the RFQ, a Respondent may communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 544 9486, email prudence.nkabinde@transnet.net or facsimile number 011 774 9186 on any matter relating to its RFQ Quotation.

Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

7 INSTRUCTIONS FOR COMPLETING THE RFQ

7.1 Sign one set of documents [sign, stamp 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.

7.2 Both sets of documents to be submitted to the address specified in paragraph 4 above.

7.3 All returnable documents listed [✓] in the Quotation Form [Section 4] must be returned with your Quotation.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 ADDITIONAL NOTES

- 9.1 All returnable documents as indicated in the Quotation Form [Section 4] must be returned with the response.
- 9.2 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.3 The person or persons signing the Quotation must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. 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.
- 9.4 Transnet would prefer not to do business with any agents [“middlemen”] who do not add significant value to the supply chain. In such instances Transnet will endeavour to contract directly with the overseas and / or local OEMs [Original Equipment Manufacturers].
- 9.5 Transnet may wish to visit the Respondent’s place of manufacture/workshop/premises during this RFQ process.
- 9.6 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet’s option, any evaluation criteria listed in this RFQ document.
- 9.7 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

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

10 DISCLAIMERS

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

- 10.1 modify the RFQ’s Services and request Respondents to re-bid on any changes;
- 10.2 reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Quotations submitted after the stated submission deadline;
- 10.4 not necessarily accept the lowest priced Quotation;
- 10.5 reject all Quotations, if it so decides;
- 10.6 withdraw the RFQ on good cause shown;

- 10.7 award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Service Provider; or
- 10.10 make no award of a contract.
- 10.11 preference will be given to locally based Service Providers

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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.

11 LEGAL REVIEW

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.

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

RFQ FOR THE RENOVATION OF ASSET No. 02AE216P AND ASSET No. 02AE215P AT BRITS**Section 2: SCOPE OF REQUIREMENTS****1. SCOPE OF REQUIREMENTS****BRITS INFRA DEPO 02AE216P AND 02AE215P**

- 1.1 Demolish existing sink. Make and fit Cherry wood cupboard, 1,80m long with double drop- in -sink and grey granite top and back splash. Bottom skirting to be manufactured from a waterproof material.
- 1.2 Demolish existing toilet pan and cistern, supply and install Vaal Potteries close couple toilet pan and cistern with heavy duty toilet seat and flap Econo B2.
- 1.3 Demolish wall mounted urinal complete, make good floor.
- 1.4 Install porcelain flat back urinal complete with cobra push button, anti vac bottle trap, connect to sewer.
- 1.5 Demolish all wall tiles in shower, toilet, and kitchen area.
- 1.6 Remove stove, disconnect from DB and move stove to Koedoespoort.
- 1.7 Remove cornice and fit 200mm x 200mm white glazed tiles from floor to ceiling (shower, locker, toilet and kitchen) Refit cornice.
- 1.8 Remove vertical blinds and fit new blinds – colour ~ Plain Fawn with aluminium top rail. Blinds inside window recesses
- 1.9 Remove and replace window panes.
- 1.10 Remove and replace porcelain wash hand basin 560mm wide complete with cobra heavy duty pillar taps, anti vac bottle trap and connect to drain.
- 1.11 Supply and fit 450mm x 600mm silver mirror, mounted flush with tiles using double sided tape above wash hand basins at eye level.
- 1.12 Supply and fit three roll lockable toilet paper dispenser attached to wall in toilet.
- 1.13 Supply and fit asset number above entrance with Chromadeck plate 300mm long x 60mm high. Arial black 40mm high. Royal blue vinyl.
- 1.14 Paint ceiling two coats DURA 65 WHITE.
- 1.15 Paint walls two coats Dulux Wash N Wear Silk, Barely Beige code - 3H1-1.
- 1.16 Paint windows one coat white universal under coat and two coats Dulux Pearlglø Lockness code - 3L1-5(interior and exterior).
- 1.17 Paint door frames and doors one coat white DuLux universal under coat and two coats Dulux Pearlglø Lockness code - 3L1-5.
- 1.18 Paint roof two coats cottage white Du Lux Roof Guard.
- 1.19 Supply and fir white Chromadeck continuous gutters 125mm x 80mm.
- 1.20 Fit white Chromadeck down pipes 100mm x 75mm.

MAINTENANCE STANDARDS PROPERTY MANAGEMENT TECHNICAL

Item	Material description
CIVIL	
Make and fit asset sign on building	Chromadeck plate 300mm longx60mm high. Arial black 40mm high. Royal blue vinyl
Paint ceiling	Two coats DURA 65 WHITE,
Paint cornices and cover strips	Two coats DURA 65 WHITE,
Suspended ceiling	Don Shield SUSPENDED ceiling,
Acoustic tiles	SUPPLIED ON SPECIAL REQUEST.
Wall paint (inside) *	Paint walls two coats Dulux Wash N Wear Silk, Barely Beige code - 3H1-1 paint windows one coat white universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5 Paint door frames one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5 (windows int. and ext., door frames and doors included) (Wash walls with heavy duty detergent. Use 100Grid to sand paper walls, dust thoroughly, and apply crack filler, sand paper again. Dust walls) Paint windows
Wall Tiles	Johnson's GWC-4 200mm x 200mm Gloss white wall tiles available from Tile Africa fixed with TAL professional adhesive and flush pointed with TAL Super white fine grout.
Wall paint (inside)	Painted surface (ENAMEL) - Two coats Dura 65 white. Two coats Dulux eggshell enamel, Barely Beige code 3H1-1. (Wash walls with heavy duty detergent. Use 100Grid to sand paper walls, dust thoroughly, and apply crack filler, sand paper again. Dust walls)
Wall paint(external)(Painted)	Painted surface (PVA or ENAMEL)-One coat Dura 65 white. Two coats WEATHERGUARD, Barely Beige code (Wash walls with heavy duty detergent. Use 100 grid to sand paper walls, dust Thoroughly, and apply crack filler, sand paper again. Dust walls) 3H1-1. (Wash walls with heavy duty detergent. Use 100 grid to sand paper walls, dust thoroughly, and apply

	crack filler, sand paper again. Dust walls)
Wall paint(external) (raw walls)	Raw walls. One coat Dura 65 white .Two coats WEATHERGUARD, Barely Beige code 3H1-1
Wall paint (external) face brick	Two coats clear brick dressing.
Wall paper (inside)	WALLPAPER.DESIGN SYNDICATE (DS)PAPER RANGE.MORANO.REF NR.MW5210 or similar
Floor tiles	Lay 600mm x 600mm, LS (LX) Super White Nano porcelain floor tiles, (code FL1216.) Apply super bond adhesive pro-grip (EZAD103) with pro-grip water proof grout (EZGR559) and 100mm tiled skirting (similar to floor tiles) with plastic edge cover strip to match floor tile. Tiles obtainable at CTM store.
Floor tiles	Remove Marley tiles or carpets, chip floor, chipping 50mm apart, apply Pro Grip base coat to floor. Lay porcelain floor tiles Tecnica N 300mm x 300mm, available at Tile Africa
Carpets	FINISH A --NEXUS CARPET.RANGE WESTMINSTER. colour. COAL CITY.FINISH B--NEXUS CARPET.RANGE; WESTMINSTER. Colour BLACK CITY. FINISH C --NEXUS CARPET.RANGE; WESTMINSTER. Colour BERRY.
Carpets	FINISH A --BERBERPOINT 920 NexBac colour CHARCOAL size. 500mm x 500mm FINISH B --BERBERPOINT 920 NexBac colour. SENEGAL size. 500mm x 500mm FINISH C - -BERBERPOINT 920 NexBac colour. LAVA size. 500mm x 500mm.
Paint Floor	Paint Floor one coat APOXY floor paint; colour; DARK GREY.
Wood skirting's (painted)	Skirting sanded, One coat Pink primer, Two coats Dulux code 3H1-1 colour Barley Beige.
Tiled skirting's	100mm tiled skirting (similar to floor tiles) with white plastic edge cover strip
Skirting	75mm ANODIZED ALUMINIUM SKIRTING AROUND COLUMNS AND ON NEW DRYWALL PARTITIONING.
Door to toilet cubicle.	Indicator lock to door (chrome finish)
Skirting (wood)	19mm x 75mm maranti skirting .Sand and apply two coats Dulux Wood guard timber varnish
Toilet (Low water volume and pressure areas)	Low level Vaal Pottery pan with separate porcelain cistern
Toilet (High water volume and pressure areas)	Low level Vaal Pottery pan with Flush Master
Toilet seat	White heavy duty plastic Econo B2

Toilet paper holder	Three roll lockable toilet paper dispenser attached to wall/partition.
Shower taps	Cobra under tile stopcock- star type
Shower rose	Cobra, chrome swivel with swan neck extension
Shower door	Aluminium Pivot obscure safety glass
Shower P - trap	Brass deep seal with chrome grid
WHB	450mm x 530mm Vaal porcelain on wall mounted fixing brackets, with chrome outlet, plug and chain. Cobra heavy duty pillar taps star type.
WHB	420mm x 340mm x 185mm Oval A basin from FRANKE - FSA Code - 357456, with chrome outlet, plugs and chain.
Mirror	450mm x 600mm silver mirror, mounted flush with tiles using double sided tape above wash hand basins at eye level.
WHB taps	Cobra pillar, push button self closing taps
WHB P - trap	Anti vac plastic bottle trap
Urinal (wall mounted)	Flat back Lavetera with Flush Master
Urinal (wall mounted)	305mm X 245mm X 420mm Barron Bowl urinal Model TE top entry flush - FSA CODE- 333250
Bathroom extractor fan	300mm Expel air
Kitchen Cabinet complete	1,200mm steel cabinet unit with hinged doors and s/s sink.
Kitchen Cabinet complete	Kombo 1800. Above full length of sink provide two rows of 300mm x 300mm ceramic wall tiles from Ferreira's code- ARC 0162 JC colour - white as splash-back. (Seal unit to tiles with clear silicon sealant.
Kitchen cupboards and sink	Cherry wood melamine with double drop- in -sink and grey/pink granite top and back splash. Bottom skirting to be manufactured from a waterproof material.
Taps kitchen	Cobra mixer-- star type
Wall tiles above sink	150mm x 150mm white Johnson with 3mm spacing, white grout filling
Sink P - trap	PVC bottle trap
Pressure control valve	Cobra 600Kpa with close off valve
Waste pipes	Dia 40mm to 50mm PVC colour WHITE.
Sewer pipes	Dia 100mm PVC above ground, heavy duty coloured underground
Fit new gutters and down pipes	Fit white Chromadeck continuous gutters 125mm x 80mm.

	Fit white Chromadeck down pipes 100mm x 75mm.
Paint purling/rafters/sprocket ends	Painted surface - Dulux universal white undercoat. Primer on wood/steel - Pink primer (wood) NS4 (steel). Two coats White Dulux high gloss
Fascias, gutters /down pipes and barge boards.	ONE Coat primer suitable for surfaces where applicable One coat universal undercoat and Two coats high gloss enamel - colour white. Fascia boards two coats Dulux Dura 65
Painting new gutters/down pipes.	Wash with "Spick and Span gal. Iron cleaner (GIP) and then rinse with clean water, One coat Galvo-grip Metal primer(GIP), left for 24-72 hours to dry. Finish-One coat universal undercoat and Two coats high gloss enamel-colour white.
Roof	Primer - NS4 grey (GI roofs only) Two coats cottage white heat reflective paint Du Lux Roof Guard
Window sills and plinths	Painted surface - Two coats Dura 65 white. Two coats Weather guard, Barely Beige code3H1-1.
Veranda floor paint	Dulux stoop red
Window frames inside/outside	(Painted) One coat white universal under coat and two coats Dulux Pearlglo Lockness code - 3L1-5 Paint burglar bars One coat universal undercoat, one coat Dulux high gloss enamel. Colour -white
Door frames inside/outside	Paint door frames one coat white Du Lux universal under coat and Two coats Dulux Pearlglo Lockness code - 3L1-5
Door frames(wood finish)	Sand frame, Two coats clear varnish (satin) finish
Doors (wood finish)	Sand door, Two coats clear varnish (satin) finish
Doors(inside)	Paint doors two sides, One coat white universal under coat and two coats Dulux Pearlglo Lockness code - 3L1-5
Doors(outside)	Paint doors two sides, One coat white universal under coat and two coats Dulux Pearlglo Lockness code - 3L1-5
Outside pipes paint all dia.	One coat white universal undercoat and two coats Dulux Pearlglo Lockness code - 3L1-5
Door closer	Dorma TS68 (silver finish.)
Door locks	4 lever vertical type lockset, satin chrome finish, with two keys
Steel burglar bars/ security gates	One Coat primer suitable for steel surfaces, One coat undercoat, Two coats Dulux high gloss enamel. Colour - white.
Wood cupboards/shelves	Two coats clear varnish (satin) finish.

Window panes	Reflective film to fixed and opening window sections
Vertical Blinds	Colour-- Plain Fawn with aluminium top rail. Blinds inside window recesses.
Water pipes (external)	Pipes to be lagged in cold areas
Washing line(inside court yard)	2m dia Wendy DRY (Galvanised or powder coated white) with 7mm nylon cord wash- line.
Court yard	4m x 4m x 1.8m high precast wall (unpainted) court yard for washing line and rubbish bin
Gravel (25mm)	One metre wide strip around building
Paving	One metre wide strip around building, colour grey (concrete)
Pathways. concrete slabs	One metre wide strip around building
Vegetation: 10 m strip	Cut grass and vegetation. Remove trees closer than 2m to building
Symbolic signage	Standard symbolic safety signs to be fitted/displayed.eg smoking areas, male/female toilets, reception, boardrooms, escape routes, fire fighting equipment fire hydrants etc.
Plant trees	Plant trees suitable to area, 3m away from building. One tree per building
ELECTRICAL	
Wall plugs.	Crabtree Flush/Surface mounted 16A three pin
Light switches.	Crabtree Flush/Surface mounted 5A three pin
Isolators	Crabtree Flush/Surface mounted 30A & 60A Triple & Double Pole
Fluorescent Light Fittings	Semi Decorative Fit. 1.5m Double Tube Thorn Tech. Electronic
Fluorescent Light Fittings	Anti-corrosive fit. 1.5m Double Tube Thorn Tech. Electronic
Fluorescent Light Fittings	Industrial type fit. 600mm & 1.5m double tube Thorn Tech. Electronic.
Fluorescent Light Fittings	Recess decorative fit. 1.5m four & triple tube Thorn Tech. Electronic.
Light Fittings	2D/16W Energy Saving Luminaries Slim line PVC.
Light Fittings	2D/16W Energy Saving Luminaries Industrial Type.
Light Fittings	Ceiling Mount Double Round Tube Decorative Fit. (Electronic)
Lamps	Osram & Phillips Fluorescent Type 36W, 40W, 58W & 65W

Lamps	Osram & Phillips Fluorescent Type 2D / 16W, 20W & 48W
Lamps	ES & BC Energy Saving lamps
Lamps	50W/12V Dicrobic (Closed)
Hydro boil	Quick boil from Kwikot 7.5 litre Hydro boil placed over sink with own isolator.
Heaters	Wall mounted with 2 hour timers with epoxy coated finish.
electrical geyser horizontal/vertical	150 litres, 600kpa Kwikot, with drip tray, outlet and blanket. Provide vacuum breakers and close off valve. Provide earthing strap to geyser and earthing spike.
Air conditioners	LG Split Unit / Window (Heating & Cooling).
Air conditioners	LG Gazette / Under Ceiling (Heating & Cooling).
Distribution Boards	Heinemann MCB's, E/L Relays, Isolators, Lightning Arresters, Timers, etc.

2. GENERAL INFORMATION

- 2.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 2.2 The Service Provider(s) must provide the information requested and comply with the requirements stated in this RFQ.

3. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES	
------------	--

NO	
-----------	--

4. SERVICE LEVELS

- 4.1 An experienced national account representative(s) is required 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.
- 4.2 Transnet will have quarterly reviews with the Service Provider's account representative on an on-going basis.

Respondent's Signature

Date & Company Stamp

- 4.3 Transnet reserves the right to request that any member of the Service Provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 4.4 The Service Provider guarantees that it will achieve a 95% service level on the following measures. If the Service Provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly sales payable in the next quarter:
 - a)
 - b)
 - c) on time deliverables
- 4.5 Service Provider must provide a telephone number for customer service calls.
- 4.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days’ notice to the Service Provider.

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

5. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

5.1 Quality of Services required:

5.2 Continuity of Services [refer clause 6.9 of Form ST&C]:

5.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 [refer clause 8.1(f) of Form ST&C]:

- 5.4 **Compliance with the National Railway Safety Regulator Act, 16 of 2002** [refer paragraph 0 above]:

6. 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

7. EVALUATION CRITERIA

The evaluation will have a 2 phased approach. Phase 1 will be a disqualifying phase and those that comply, will progress to be competitively evaluated in phase 2. Minimum criteria for progressing from phase 1 to phase 2 is detailed below: (Transnet will apply the following criteria; not necessarily in this order, phase 1 of the evaluation)

PHASE 1.

- Company must have a red seal electrical certificate

PHASE 2

Technical (50)

- Completion/delivery period.
- Experience in specific field.
- Qualification: red seal electrical work.
- Risk and Safety plan.
- Plant and equipment.

Commercial (30)

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET's business.

BBBEE Scoring (10)

- BBBEE status of company (BBBEE certificate and scorecard).

Further Recognition (10)

- Business with > 50 % Black Ownership.
- Business with > 30 % Black women Ownership.
- Black people in Rural areas.
- Business with local community.

Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)

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SCHEDULE OF WORK AND PRICES					
	<u>Brits Infra depot mess and ablution</u>	<u>Qty</u>	<u>UNIT</u>	<u>Rate</u>	<u>Total Amount</u>
	02AE125P mess and ablution:				
	<u>ABLUTION</u>				
	<u>Interior:</u>				
1	Demolish wall tiles	1	sum		
2	Demolish existing toilet pan and cistern, supply and install Vaal Potteries close couple toilet pan and cistern with heavy duty toilet seat and flap Econo B2	3	sum		
3	Remove and replace porcelain wash hand basin 560mm wide complete with cobra heavy duty pillar taps, anti vac bottle trap, cobra ball-o-stop and connect to drain	2	Ea.		
4	Demolish and replace existing urinal with porcelain flat back urinal complete with cobra push button, anti vac bottle trap, connect to sewer.	2	sum		
5	Remove cornice and fit 200mm x 200mm white glazed tiles from floor to ceiling (shower, locker, and toilet) Refit cornice.	76.29	m ²		
6	Supply and fit three roll lockable toilet paper dispenser attached to wall in toilet.	3	Ea.		
7	Repair and Paint ceiling two coats DURA 65 WHITE, reposition ceiling light and repair cover strip	29.72	m ²		
8	Paint door frames and doors one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5 single doors(two sides)	3	Ea.		
9	Supply and fit 450mm x 600mm silver mirror, mounted flush with tiles using double sided tape above wash hand basins at eye level.	1	Ea.		
10	Supply and replace shower rose with Cobra,				

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	chrome swivel with swan neck extension	3	Ea.		
	Electricity				
11	Supply wire and install all the lights with Round REEFLITE LUNA bulkheads complete with 2 x PL9 OSRAM tubes	3	Ea.		
	<u>Kitchen and store room:</u>				
12	Carefully remove Hydro Boil with chrome ball stop 7.5 litre to be re fitted and placed over sink	1	sum.		
13	Demolish sink complete, and discontinue pipes not to be used anymore(make good wall)	2	sum.		
14	Make and install sink with cabinet. Cherry wood melamine with double drop- in -sink and grey granite top and back splash 100mm (two sides). Build half brick wall at front, back and sides. Provide tile skirting at front to match existing floor tiles. Cabinet to rest on half brick wall. Replace mixer complete with cobra heavy duty, connect to drain. Size of cabinet 1,80m long	1	Sum		
15	Repair and Paint ceiling two coats DURA 65 WHITE, reposition ceiling light and repair cover strip	8.68	m ²		
16	Repair wall cracks and make wall good	1	Sum.		
17	Remove cornice, chip wall(5mm) and fit 200mm x 200mm white glazed tiles from floor to ceiling (shower, locker, and toilet) Refit cornice.	35.4	m ²		
	Electricity				
18	Supply and install 4 FT open channel fluorescent lights complete with electronic switch gear and OSRAM tubes	8	Ea.		
19	Remove stove, disconnect from DB, make				

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	<u>LOCKER ROOM</u>				
20	Paint door frames and doors one coat white Du Lux universal under coat and two coats Dulux Pearl glo Lockness code – 3L1-5 single doors- interior and exterior	2	Ea.		
21	Paint ceiling two coats DURA 65 WHITE,	28.20			
	Repair cracked wall and make good, Paint walls two coats Dulux Wash N Wear Silk, Barely Beige code – 3H1-1	60.78	m ²		
	<u>ELECTRICITY</u>				
22	Supply and install 4 FT open channel fluorescent lights complete with electronic switch gear and OSRAM tubes	2	ea		
	<u>OFFICE 1</u>				
23	Paint ceiling two coats DURA 65 WHITE,	28.11	m ²		
24	Paint walls two coats Dulux Wash N Wear Silk, Barely Beige code – 3H1-1	52.46	m ²		
	<u>ELECTRICITY</u>				
25	Supply wire and install Round REEFLITE LUNA bulkheads complete with 2 x PL9 OSRAM tubes	1	Ea.		
	<u>OFFICE 2</u>				
26	Paint ceiling two coats DURA 65 WHITE,	14.23	m ²		
27	Paint walls two coats Dulux Wash N Wear Silk, Barely Beige code – 3H1-1	45.6	m ²		
	<u>ELECTRICITY</u>				
28	Supply wire and install Round REEFLITE LUNA bulkheads complete with 2 x PL9 OSRAM tubes	1	Ea.		

	<u>PASSAGE</u>				
29	Paint walls two coats Dulux Wash N Wear Silk, Barely Beige code – 3H1-1	30.84	m ²		
30	Paint ceiling two coats DURA 65 WHITE,	5.85	m ²		
	<u>ELECTRICITY</u>				
31	Supply wire and install Round REEFLITE LUNA bulkheads complete with 2 x PL9 OSRAM tubes	1	Ea.		
32	Supply and fit new blinds colour-- Plain Fawn with aluminium top rail. Blinds inside window recesses	4	Ea.		
	1.56m x 1.51m	2	Ea		
	1.256m x 1.51m	4	Ea		
	0.65m x 0.53m	4	Ea		
	1.022m x 0.965m	2	Ea		
	1.026m x 1.564m				
	<u>EXTERIOR OF THE BUILDING:</u>				
33	Replace loose roof screws, 90mm posy drive with 26mm bonded washers	150	Ea.		
34	Paint all exposed water and waste pipes- one coat white Du Lux universal under coat and two coats Dulux Pearlglo Lockness code - 3L1-5 interior and exterior	1	sum		
35	Paint purlins one coat universal under coat and one coat gloss enamel white	46	m		
36	Paint purlins one coat universal under coat and one coat gloss enamel white- 6.4m long	32	m		
37	Paint rafters 2.2m long. one coat white Du Lux universal under coat and two coats Dulux Pearlglo Lockness code - 3L1-5 interior and exterior	6	Ea.		
38	Paint rafters 1m long. one coat white Du Lux				

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	universal under coat and two coats Dulux Pearlglø Lockness code - 3L1-5 interior and exterior	38	m		
39	Paint sprockets in both roof ends one coat universal under coat and one coat gloss enamel white- 100mm long	20	Ea.		
40	Paint barge boards one coat universal under coat and one coat gloss enamel white	19.6	m		
41	Supply and Fit white Chromadeck continuous gutters 125mm x 80mm.	46	m		
42	Fit white Chromadeck down pipes 100x75mm	6	Ea.		
43	Paint G.I roof primer NS4 and two coats Du Lux roof guard, cottage white	240	m ²		
44	Paint security door, one coat NS4 primer and two coats DULEX Pearlglø Lockness code -3L1-5- 3 single door and 1 double	4	Ea.		
45	Paint window frames, one coat NS4 primer and two coats DULEX Pearlglø Lockness code -3L1/5- 1.56m x 1.51m 1.256m x 1.51m 0.65m x 0.53m 1.022m x 0.965m 1.026m x 1.56m	5 4 4 1 2	Ea. Ea. Ea. Ea. Ea.		
46	Paint door frames and doors one coat white Dulux universal under coat and two coats Dulux Pearlglø Lockness code - 3L1-5 double doors	1	Ea.		
47	Paint door frames and doors one coat white Dulux universal under coat and two coats Dulux Pearlglø Lockness code - 3L1-5 single doors	2	Ea.		
48	Supply and install assert number. Chromadeck plate 300mm longx60mm high. Arial black 40mm high. Royal blue vinyl	1	Ea.		

49	Paint 4 steel posts/columns one coat white Dulux universal under coat and two coats Dulux Pearlglø Lockness code - 3L1-5 and supply and apply reflective tape	1	sum.		
		GROSS TOTAL		R	_____
		14% V.A.T.		R	_____
		AMOUNT DUE		R	_____

SCHEDULE OF WORK AND PRICES					
	Brits infra depot outside toilet- 02AE126P	Qty	Unit	Price	Total Amount
1	Chip floor apply pro grip to floor fit new porcelain floor tiles 300mm x 300mm code 33751165EZC139 complete with dove grey grouting and 100mm tile skirting and protection cover at doors and steps	3.46	m ²		
2	Remove cornice and fit 200mm x 200mm white glazed tiles from floor to ceiling (shower, locker, and toilet) Refit cornice.	12.2	m ²		
3	Supply and install 4mm chip board ceiling complete with 100mm cornice	1.62	m ²		
4	Paint ceiling two coats DURA 65 WHITE,	1.62	m ²		
5	Paint window sill interior 2 coats Dura 65 white, 2 coats weather guard barely beige code3H1-1	1	Ea.		
6	Supply ,Install, replace and brick up 114 steel door frame finish	1	Ea.		
7	Fit flush panel door complete with two lever mortice lock.	1	Ea.		
8	Paint windows One coat white universal under coat and two coats Dulux Pearlglø				

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	Lockness code - 3L1-5	1	Ea.		
9	Paint door frames and door one coat white Dulux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5	1	Ea.		
10	Demolish existing toilet pan and cistern, supply and install Vaal Potteries close couple toilet pan and cistern with heavy duty toilet seat and flap Econo B2	1	Ea.		
	Electricity				
11	Supply wire and connect PL9 round bulk head lights complete with OSRAM tubes and electronic switch gear and a CRABTREE single lever light switch complete with covers	1	Ea.		
	Exterior of the building				
12	Replace loose roof screws, 90mm posy drive with 26mm bonded washers	20	Ea.		
13	Paint all exposed water and waste pipes- one coat white Dulux universal under coat and two coats Dulux Pearl glo Lockness code - 3L1-5 interior and exterior	1	Sum.		
14	Paint barge boards one coat universal under coat and one coat gloss enamel white	9.3	m.		
15	Paint G.I roof primer NS4 and two coats Dulux roof guard, cottage white	3.6	m ²		
16	Supply and install assert number. Chromadeck plate 300mm long x 60mm high. Arial black 40mm high. Royal blue vinyl	1	Ea.		
17	Build up a half brick 2m high wall to replace the destructed wall, toothed in at every 2 coarse with rick force every 3 coarses, dpc at floor level, plaster and prepare for painting	4.4	m ²		
18	Paint walls One coat Dura 65 white and two coats WEATHERGUARD, Barely Beige code 3H1-1	4.4	m ²		

	GROSS TOTAL	R _____
	14% V.A.T.	R _____
	AMOUNT DUE	R _____

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Prices quoted must be held valid for a period of 90 days
- c) Renovation of various assets in Brits completion time calculated from date of receipt of purchase order: _____ working days/weeks (delete whichever is not applicable)

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Respondent's Signature_____
Date & Company Stamp

RFQ FOR THE RENOVATION OF ASSET No. 02AE216P AND ASSET No. 02AE215P AT BRITS

Section 4: QUOTATION FORM

I/We _____

[name of entity, company, close corporation or partnership]

of *[full address]*

carrying on business under style or title of *[trading as]* _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of 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 RFQ documents.

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

- 7.3.1.1** Standard Terms and Conditions of Contract [Form ST&C – Services];
- 7.3.1.2** General Bid Conditions – Services; and
- 7.3.1.3** 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 in the letter of award, 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 a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, 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 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 ourselves.

Respondent's Signature

Date & Company Stamp

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium 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 authorised representative in the Republic of South Africa who has the power of attorney 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 such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFQ

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

VALIDITY PERIOD

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

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

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

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

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

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 must be obtained from Transnet.

Respondent's Signature

Date & Company Stamp

DISCLOSURE OF PRICES TENDERED

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

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

RETURNABLE DOCUMENTS AND SCHEDULES

Respondents are required to submit the following returnable documents and schedules with their responses [see √].

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

SECTION 1 : Notice to Bidders	√
- ANNEXURE A : B-BBEE Preference Points Claim Form	√
SECTION 2 : Background, Overview and Scope of Requirements	√
SECTION 3 : Pricing & Delivery Schedule	√
SECTION 4 : Quotation Form	√
SECTION 5 : Vendor Application Form	√
- Original or certified cancelled cheque or bank verification of banking details	√
- Certified copies of IDs of shareholder/directors/members [as applicable]	√
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	√
- Certified copy of share certificates [CK1/CK2 if CC]	√
- Entity's letterhead	√
- Original Tax Clearance Certificate	√
- Certified copy of VAT Registration Certificate	√
- Certified copy of Company Registration Certificate	√
- Certified Valid B-BBEE Accreditation Certificate [Large Enterprises and QSEs]	√
- Annual financials signed off by an accounting officer [EMEs]	√
SECTION 6 : Signing Power - Resolution of Board of Directors	√
SECTION 7 : Certificate of Acquaintance with RFQ Documents	√
SECTION 8 : General Bid Conditions – Services	√
SECTION 9 : Standard Terms and Conditions of Contract	√
SECTION 10 : RFQ Declaration Form	√
SECTION 11 : Breach of Law	√
SECTION 12 : Bid Clarification Request Form	√
SECTION 13 : Service Provider Code of Conduct	√
SECTION 14 : Certificate of attendance of Site Meeting / RFQ Briefing	√
SECTION 15 : Non-Disclosure Agreement	√

Respondent's Signature

Date & Company Stamp

SECTION 16 : Further Recognition Criteria	✓
SECTION 17 : E4B – Minimum Communal Health Requirements	✓
SECTION 18 : E4E – Safety arrangements and Procedural compliance	✓
SECTION 19 : BBD8210 Version 1 – E7/1 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment	✓
Risk and safety plan	✓
Letter of Good standing	✓
List of Plant and Equipment available	✓

Failure to provide all the above-referenced returnable documents marked with a [✓] will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and B-BBEE Accreditation Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [the **Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

By signing the RFQ documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

TELEPHONE: _____

CELL PHONE: _____

FACSIMILE: _____

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Respondent's Signature

Date & Company Stamp

RFQ FOR THE RENOVATION OF ASSET No. 02AE216P AND ASSET No. 02AE215P AT BRITS

Section 5: SUPPLIER DECLARATION FORM

TRANSNET



Supplier Declaration Form

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

Note: No contract shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

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)							

Respondent's Signature

Date & Company Stamp

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

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

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Respondent's Signature

Date & Company Stamp

RFQ FOR THE RENOVATION OF ASSET No. 02AE216P AND ASSET No. 02AE215P AT BRITS

Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

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 Quotations and/or Agreements for the supply of Services.

FULL NAME _____
SIGNATURE CHAIRMAN

FULL NAME _____
SIGNATURE SECRETARY

“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp

RFQ FOR THE RENOVATION OF ASSET No. 02AE216P AND ASSET No. 02AE215P AT BRITS

Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF ENTITY:

I/We _____

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

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

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

“PREVIEW COPY ONLY”

RFQ FOR THE RENOVATION OF ASSET No. 02AE216P AND ASSET No. 02AE215P AT BRITS

Section 8: GENERAL BID CONDITIONS - SERVICES

Refer General Bid Conditions attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp



GENERAL BID CONDITIONS - SERVICES

[March 2012]

“PREVIEW COPY ONLY”

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“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp

1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid or Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.2 **Respondent(s)** shall mean a respondent/bidder to a Transnet Bid;
- 1.3 **RFP** shall mean Request for Proposal;
- 1.4 **RFQ** shall mean Request for Quotation;
- 1.5 **RFX** shall mean RFP and/or RFQ, as the case may be;
- 1.6 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.7 **Service Provider** shall mean the successful Respondent;
- 1.8 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.9 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.10 **VAT** shall mean Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following procedures as laid down by Transnet and are to be strictly adhered to by any person or enterprise or company responding to this RFX.

3 LODGING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be lodged with Transnet no later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with Bid Documents.
- 3.2 Bids shall be transmitted in a sealed envelope and placed in the tender box at a venue stipulated in the Bid Documents with the Bid number and subject endorsed on the left hand bottom corner of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not on office stationery bearing their own terms and conditions of contract; non-compliance with this conditions may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed facsimile thereof. Only if insufficient space has been allocated to a particular response

may a Respondent submit additional information under separate cover using the Company's letterhead and duly cross-referenced in the RFX.

5 RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS AND BID FORMS

- 5.1 A non-refundable charge may be raised for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document.
- 5.2 If any of the drawings or specifications referred to in Bid Documents are the official publications of recognised standardising bodies, copies of such drawings and specifications shall be acquired by Respondents at their own expense.

6 DEFAULTS BY RESPONDENTS

- 6.1 If the Respondent, after it has been notified of the acceptance of its Bid fails to:
 - a) enter into a formal contract when called upon to do so in terms of clause 14 [*Contract Documents*], within such period as Transnet may specify; or
 - b) accept an order in terms of the Bid; or
 - c) when called upon to do so, furnish satisfactory security of the fulfilment of the contract in terms of clause 15 [*Securities*],

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by it in calling for new offers or in accepting a higher offer.

- 6.2 If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as **the Service Provider**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:
 - a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
 - b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
 - c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
 - d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
 - f) has made any incorrect statement in the affidavit or certificate referred to in clause 12 [*Formal Notification Regarding Name of Successful Respondent*] and is unable to prove to the satisfaction of Transnet that
 - (i) it made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or

g) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 6.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

6.3 Any person or enterprise or company against whom a decision has been given under the provisions of clauses 6.2b), 6.2d) or 6.2e) above, may make representations to the Chief Operating Officer of Transnet Group, whose decision shall be final.

6.4 Any disqualification [Blacklisting] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise or company concerned.

7 CURRENCY

Prices or fees must be quoted in the currency of the Republic of South Africa [ZAR] in respect of local Services. Prices or fees in any other currency may be rejected by Transnet save where such price is quoted by a foreign Respondent.

8 EXCHANGE AND REMITTANCE

The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents and any variation in the amount to be so paid, which may arise as a result of fluctuations in the rate of exchange involved, will be for the account of the Service Provider.

8.1 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the clause "Exchange and Remittance" of the Bid Documents and also furnish full details of the principals or service providers to whom payment is to be made.

8.2 The Service Provider shall at its own cost obtain forward exchange cover on foreign currency to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order. Transnet will NOT accept any fluctuations in the rate of exchange at the time when payments are made.

Transnet will not recognise any claim for adjustment of the order and/or contract price under clause 8.2 above, if the increase in price arises after the date on which the Services were to be completed, as set out in the order and/or contract, or any subsequent agreement between the parties.

9 ACCEPTANCE OF BID

9.1 Transnet does not bind itself to accept the lowest or any Bid.

- 9.2 Transnet reserves the right to accept any Bid in whole or in part.
- 9.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and the Standard Terms and Conditions of Contract [Form ST&C – Services] and any schedule of “Special Conditions” or otherwise which form part of the Bid Documents.
- 9.4 Where the Respondent has been informed by Transnet per facsimile message or email of the acceptance of its Bid, the acknowledgement of the receipt transmitted shall be regarded as proof of delivery to the Respondent.

10 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

11 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

12 FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL RESPONDENT

In the case of Bids submitted to the Secretary of an Acquisition Council, unsuccessful Respondents will be formally notified of the names of successful Respondent(s) as soon as possible after the closing date for receipt of the Bid in question.

13 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential suppliers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

14 CONTRACT DOCUMENTS

14.1 The contract documents will comprise these General Bid Conditions and the Standard Terms and Conditions of Contract [Form ST&C – Services] and any schedule of “Special Conditions” or otherwise which form part of the Bid Documents.

Respondent's Signature

Date & Company Stamp

- 14.2 These contract documents will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

15 SECURITIES

- 15.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a deed of suretyship [**Deed of Suretyship**] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 15.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 15.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 15.4 For the purpose of clause 15.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 15.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 15 will be for the account of the Service Provider.

16 PRICES SUBJECT TO CONFIRMATION

- 16.1 A Bid with prices which are subject to confirmation will not be considered.
- 16.2 Bids where firm prices are quoted for the duration of any resulting order and or contract will receive precedence over prices which are subject to adjustment.

17 DELETION OF SERVICES EXCLUDED FROM BID

The Respondent must delete Services for which it has not tendered or for which the price or fee has been included elsewhere in its Bid.

18 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items/Services concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) or Services concerned being excluded in the matter of the award of the business.

19 VALUE-ADDED TAX

- 19.1 In respect of local Services, i.e. Services to be provided by a South African company, the prices or fees quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Service Provider's Tax Invoice.
- 19.2 In respect of Services to be provided by a foreign principal:
- a) the invoicing by the Service Provider on behalf of its foreign principal represents a service rendered by the principal;
 - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the services rendered locally] must show the VAT separately

20 TERMS AND CONDITIONS OF BID

- 20.1 The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C - Services, a copy of which is issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

21 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

21.1 Method of Payment

- a) The attention of the Respondent is directed to clause 10 [*Invoices and Payment*] of Form ST&C – Services, which sets out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 21.1a) above. Failure to comply with clause 21.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

21.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax

Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

22 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENT

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the terms and conditions detailed in clause 12 of Form ST&T - Services (*Intellectual Property Rights*).

23 VISITS TO FOREIGN COUNTRIES

23.1 Respondents must furnish details in a covering letter if it is considered necessary that employees of Transnet should carry out inspection and/or review any operational Services at the premises of the preferred Respondent or its subcontractors overseas for the purpose of a product demonstration and/or final acceptance or for any other reason.

23.2 If the Respondent considers overseas visits to be necessary it must provide the following information in a covering letter in respect of each proposed visit:

- a) countries and places to be visited;
- b) number of employees and disciplines involved;
- c) number of man-days involved; and
- d) motivation for the visit.

23.3 Transnet will make all arrangements with regard to booking of air journeys, hotel reservations, transport to and from airports, places of inspection or demonstration, etc. and all expenses will be for the account of Transnet.

23.4 Before a visit is undertaken, such as envisage in this clause 23, Transnet and the Respondent will agree in writing on the number of employees of Transnet that should undertake the visit and the number of man-days involved in the visit.

24 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

24.1 Bids submitted by foreign principals may be forwarded direct by the principals to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents, or may be so forwarded on the principal's behalf by its South African representative or agent provided that written proof is submitted that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

24.2 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

24.3 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of

the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Government Notice No. 1160 of 27 June 1930 [and any amendments thereto] - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic."
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) On arrival within the Republic of South Africa this Power of Attorney is to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.
 - d) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - e) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in clause 26 [Addresses for Notices] of the Standard Conditions of Contract, Form ST&C - Services.
- 24.4 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 24.5 The attention of the Respondent is directed to clause 15 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

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