



TRANSNET FREIGHT RAIL

.....  
a Division of  
TRANSNET SOC LIMITED  
(Registration No. 1990/000900/30)

**REQUEST FOR QUOTATION (“RFQ”)**

**RFQ NUMBER: BLE/52022**

**REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.**

**ISSUE DATE : 24 OCTOBER 2012**  
**CLOSING DATE : 06 NOVEMBER 2012**  
**CLOSING TIME : 10H00**

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

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

1

\_\_\_\_\_  
Date and Company Stamp



**RFQ NUMBER: BLE/52022**

**REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.**

**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Project Specification**
- 3. Quotation form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Service fees and Costs**
- 7. Certificate of attendance of briefing session**
- 8. General tender conditions**
- 9. Standard terms and conditions of contract**

**Annexure:**

**Annexure A – Drawings**

**Annexure B – Supplier Declaration Form**



## SECTION 1

RFQ NUMBER: BLE/52022

REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

### NOTICE TO BIDDERS

- ~~1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the “Respondent(s)”) to supply the above-mentioned requirement(s) to TRANSNET.~~
- ~~On or after 04 July 2012 the RFQ documents may be inspected at, and are obtainable **FREE OF CHARGE** from the office of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Modderdam Street, Bellville.~~
- ~~Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.~~

OR

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

On or after 24 October 2012 the RFQ documents may be inspected at, and are obtainable from the office of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Modderdam Street, Bellville, A non-refundable tender fee of R150,00 (inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account No. 203158598, Branch code 004085. The deposit slip must reflect as reference: **RFQ BLE/52022** and your company name. Receipt / proof of payment to be presented prior to collection of tender/s (No proof of payment no tender).

**NOTE 1.1** This amount is not refundable. RFQ documents will only be available until **Tuesday 30 October 2012 at 15h00.**

1.2 No RFQ documents will be sold after the deadline indicated above.

2. A formal briefing session be held but should Respondents have specific queries they should email these to the TRANSNET employee(s) indicated below:

Name : Tamara Dlamini (021) 940 3831  
Division : Transnet Freight Rail – Supply Chain Services  
Email : [Tamara.Dlamini@transnet.net](mailto:Tamara.Dlamini@transnet.net)



A compulsory Quotation briefing session will be conducted at Albertinia (on site) on the 31 October 2012, at 11h00 for a period of ± 1 hour. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory briefing session will be disqualified.

**The briefing session will start punctually at 11h00 and Respondents arriving late will not be accommodated.**

**Site inspection: Viewing of the actual is compulsory and will be discussed at the Briefing Session.**

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

Name : Uil Basson (021) 940 2309 / 083 380 8253  
Division : Transnet Freight Rail  
Email : [Uil.Basson@transnet.net](mailto:Uil.Basson@transnet.net)

Quotations must reach the offices of Supply Chain Services, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>: BLE/52022</b>
<b>Description</b>	<b>: Replacement of fence</b>
<b>Closing date and time</b>	<b>: 06 November 2012 at 10h00</b>
<b>Closing address (refer options paragraph 4 below)</b>	

**3. DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Freight Rail Acquisition Council, PO Box 2986 Bellville 7535 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the Transnet Freight Rail tender box which is located at the main entrance, Foyer of this building at ground Floor between 07:30 and 16:00, Mondays to Fridays and should be addressed as follows:

<b>LOCAL ACQUISITION COUNCIL</b> <b>Transnet Park</b> <b>Ground Floor</b> <b>Modderdam Road</b> <b>BELLVILLE</b>
--



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

<p><b>LOCAL ACQUISITION COUNCIL</b> <b>Transnet Park</b> <b>Ground Floor</b> <b>Modderdam Road</b> <b>BELLVILLE</b></p>
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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. **Tender number and description must be written outside the envelope.**

4. Please note that this RFQ closes punctually at **10:00 on Tuesday 06 November 2012.**
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
7. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
9. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
10. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO TENDER PRICES) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

**BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.



TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies [approved](#) by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2010, as from 1 August 2010, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2012 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2010, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2010.

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

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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

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



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

R.....

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

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

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

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

12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

**DTI BBBEE UNIQUE PROFILE NUMBER:**  
.....

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

**11. COMMUNICATION**

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Western Region Acquisition Council, at telephone no. 021 940 3831 or fax no. 011 774 9813 on any matter relating to its RFQ response.



12. **RFQ SCHEDULE**

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

13. **INSTRUCTIONS FOR COMPLETING THE RFQ**

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding .The following returnable documents must accompany all Quotations:
  - Respondent's latest audited financial statements;
  - Respondent's valid Tax Clearance Certificate.

14. **COMPLIANCE**

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

15. **ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

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

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





**16. 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:

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

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.

**17. Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET’s Legal Counsel.**

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent’s contact person:

Name.....

Designation.....

Telephone.....

Cellphone.....

Facsimile.....

Email.....



**TRANSNET urges its clients, suppliers and the general public  
to report any fraud or corruption  
on the part of TRANSNET's employees to**

**TIP-OFFS ANONYMOUS: 0800 003 056**

**SUBSTANCE ABUSE TESTING**

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" **An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

“PREVIEW COPY ONLY”

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

\_\_\_\_\_  
Date and Company Stamp



## SECTION 2

RFQ NUMBER: BLE/52022

REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

### SPECIAL CONDITIONS

#### PART A: GENERAL

##### A.1 SCOPE OF WORK:

This contract covers the replacement of an existing fence hereinafter referred to as the "**Works**", and any other work arising out of or incidental to the above, or required of the **Contractor** for the proper completion of the **Works** in accordance with the true meaning and intent of the contract, between Albertinia and Keurfontein, in the geographical area controlled by the Depot Engineer, Bellville.

##### A.2 SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who:

- a. Has experience in the field of erecting and repairing fencing, and
- b. Is registered with the CIDB and must be Grade 2

A2.2 A Site Inspection Certificate signed by the Technical Officer or his/her deputy (compulsory) must be submitted with the tender. The submission thereof will be deemed to indicate the Contractor's acquaintance with the site and has acquainted him/herself with all aspects of the works.

##### A.3 DURATION OF CONTRACT:

Transnet Freight Rail requires that the works be completed within 60 working days from the date of commencement of the work.

##### A.4 MAINTENANCE PERIOD:

N I L

##### A.5 RETENTION MONEY:

N I L



**A.6 PENALTIES FOR LATE COMPLETION:**

A penalty for late completion of **R1000.00** per calendar day shall apply for each working day or part thereof.

**A.7 MATERIAL**

**A.7.1 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL:**

None

**A.7.2 TO BE SUPPLIED BY THE CONTRACTOR:**

1. All material that will be used for the completion of the WORKS, (including cement, sand, stone, bolts, nuts, washers, all necessary welding, etc. used to erect the fence and including the fencing, shall be supplied by the Contractor.
2. All tools and labour required to perform the work as stipulated in the schedule of quantities shall be provided by the Contractor and included in his tendered rates. These include:
  - a. All fuel for small plant tools, lubricants, etc.
  - b. Staff accommodations complete with ablutions and kitchen facilities.
  - c. Fire prevention and fire fighting measures.

**A.7.3 SAFE KEEPING OF MATERIAL:**

1. The Contractor shall be responsible for the safekeeping, proper staging and handling of all fencing materials.
2. All packaging or waste material associated with the material will be taken off site and properly disposed of by the Contractor.

**A.8 TO BE PROVIDED BY THE CONTRACTOR:**

1. The Contractor shall provide all labour, vehicles, machinery, small plant and any mechanised equipment for the proper execution of the works and in addition to this the Contractor shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected on Transnet Freight Rail property.
2. The maintenance, leasing, hiring and insurance of this equipment will rest solely with the Contractor.
3. The Contractor shall be responsible for his own arrangements with regards to the transport and safe staging of this equipment.
4. The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the look out for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
  - 4.1. An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
  - 4.2. The personnel of the Contractor shall **at all times** during work **operations wear reflective safety jackets**. These reflective jackets must either be yellow or light blue. Any other colour must first be cleared with the Technical Officer or his Deputy.



- 4.3. Contractor's staff working on the site **may not wear any form of visible red or green outer garments.**
- 4.4. The Contractor shall make available employees to be trained, certificated and used as lookouts when required. The training shall be done at no cost to the Contractor.
- 5. The making of fires, for whatever purpose, on Transnet Freight Rail property is strictly prohibited.

**A.9 ADVANCE PAYMENT FOR MATERIAL AND/OR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR:**

No advancement of any monies will be considered.

**A10 SCHEDULE OF QUANTITIES AND PRICES**

- A10.1 The quantities in the Schedule of Quantities and Prices are estimated and may be more or less than stated. The respondent shall submit with his/her tender a complete and detailed priced Schedule (prepared in ink) for the Works.
- A10.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

**A11 SITE MEETINGS**

- A11.1 The Respondent shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.
- A11.2 An inaugural site meeting, under the chairmanship of the Technical Officer, will be held at the work site. The attendance of this meeting is compulsory by the Contractor and ALL his staff who will be working on the site. During this meeting, the Contractor and his staff will receive instruction from a Transnet Safety Officer Representative regarding:-
  - the specific hazards, safety, health and environment rules for Transnet Freight Rail premises and
  - on-site instructions regarding Risk Assessment, action plans to mitigate risks, introduction to key personnel and substance abuse testing
- A11.3 If for any reason the Contractor changes his staff, the new staff, before they enter on to the worksite, MUST undergo an induction session conducted by a Transnet Safety Officer Representative.
- A11.4 Site meetings, will be held once a week on a day mutually agreed upon between the Contractor and Technical Officer and are to be attended by the Technical Officer and the Contractor.

**A12 SITE BOOKS**



- A12.1 The Contractor shall provide a **site instruction book and a daily diary (both in triplicate) as well as a safety file** at the site as directed by the Technical Officer for the duration of the contract.
- A12.2 The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.
- A12.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical Officer or his/her deputy.
- A12.4 Upon the completion of the contract, all books are to be handed in to the Technical Officer and all become the property of Transnet Freight Rail.

**A13 INFORMATION TO BE PROVIDED WITH TENDER**

- A13.1 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet freight Rail
- A13.2 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A13.3 The Schedule of Prices must be completed in full.
- A13.4 An undertaking that all plant and equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A13.5 The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer

**A.14 SAFETY REQUIREMENTS:**

**1. High voltage electrical equipment : (If applicable)**

1.1. The attention of the **Contractor** is drawn to the possibility of "live" electrical overhead wires or buried cables in the area covered by the contract and the danger of coming into contact with such wires. All personnel under the control of the **Contractor** shall be made aware of the danger of "live" electrical wires and cables before commencement of the work

1.2. The **Contractor** shall comply with all requirements of the **E7/1 (July 1998)** Specification. In particular the **Contractor** shall not be allowed to drive or move mobile equipment on or over the ballast and track-work unless the Technical Officer grants suitable permission and proper methods are employed.

1.3. **Protection:** The Contractor shall provide all protection functions at the work area as required by the Technical Officer and according to the rules and regulations as stipulated in the **Infrastructure safety guidelines**.

The **Contractor** shall be liable for costs incurred by Transnet as a result of failure on the part of the **Contractor** or his personnel, to observe any safety and security regulations of Transnet regarding the entry of personnel into all sites. Transnet will determine such costs.

**A.15 TECHNICAL REQUIREMENTS AND EXPERTISE :**



1. The **Contractor** shall have a qualified **site agent**, fully conversant with fencing practices of Transnet, in his employ. The Contractor must furnish the name and qualifications of the site agent with his tender.
2. The **Contractor** shall have suitably qualified supervisors in charge of the contract work. The names and qualifications of the supervisors together with full details of their experience in this field of work must be furnished with the tender.
3. The **Contractor** shall have a minimum of 3 suitable qualified persons for the exclusive use as **protection staff** per work site under occupation conditions. The protection staff has to be trained and certified by a Transnet Track Inspector. Transnet reserves the right to test the protection staff at random to ensure that they are working safely and correctly according to the stipulated rules and regulations.
4. The **Contractor** shall note that all members of Transnet's personnel associated with the contract project are responsible for inspection only and will not render any assistance except at the instruction of the Technical Officer.

#### A.16 TIDINESS AND CLEARING OF SITE

The Contractor shall keep the site tidy at all times and remove all old material and such as trees, shrubs, rubble, off-cuts, demolished material, surplus material, etc. and carry away and dump at an approved site. Old fencing material must be handled as per clause B4.2.2.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

In addition the **Contractor** shall, on completion of the **WORKS**, clear the site of all leftover items of material, rubble, etc. to the satisfaction of the Technical Officer.

#### A.17 EXISTING SERVICES:

The **Contractor** shall take all reasonable precautions to protect existing services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the **Contractor** and subsequently damaged as a result of the **Contractor's** operations, shall be repaired and reinstated forthwith by the **Contractor** or by the Authority concerned, all at the expense of the **Contractor** and to the satisfaction of the Technical Officer.

Whenever unknown services are encountered which interfere with the execution of the Works and which require to be moved and relocated, the **Contractor** shall advise the Technical Officer, in writing within 24 hours of such encounter, and the Technical Officer will determine the extent of the work, if any, to be undertaken by the **Contractor** in removing, relocating and reinstating such services.

Any work required to be undertaken by the **Contractor** in the moving and relocation of unknown services for which no provision is made in the contract documents, or for which no applicable tender rates exists, will be dealt with according to Clause A13 hereto.

The sum allowed for in Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.



“PREVIEW COPY ONLY”

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Respondent's Signature

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Date and Company Stamp





**RFQ NUMBER: BLE/52022**

**REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.**

**PART B: PROJECT SPECIFICATIONS**

**B1 GENERAL.**

This contract covers the replacement of an existing fence hereinafter referred to as the "**Works**", and any other work arising out of or incidental to the above, or required of the **Contractor** for the proper completion of the **Works** in accordance with the true meaning and intent of the contract, along **the Worcester to Voorbaai line**, in the geographical area controlled by the Depot Engineer, Bellville.

B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of erecting the 7-wire fence required in terms of the contract.

B1.3 The essence of the contract is that Transnet Freight Rail requires a 7 wire fence be erected on its boundary as set out below.

B1.4 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures are in accordance with his/her tender and relevant legislation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory erection of the fence

B1.5 Failure to comply with the minimum standard proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the standard as defined and/or termination or cancellation of the contract.

The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

**B2 STANDARD SPECIFICATIONS**

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification:

1. Concrete (Small works) – SABS 1200GA – 1982
2. Earthworks – Standardized specification for civil engineering construction Section D: Earthworks – SANS 1200D:1988
3. Guidelines for the provision of engineering services in Residential Townships - by Department of Community Development.

**B3 WORK AREA.**



The work area is as set out below between **283.010km to 284.475km (LHS) & 282.245 km to 284.475km (RHS)** , a total distance of **3695 metres**, on the railway line between Albertinia and Keurfontein Stations on the Worcester to Voorbaai Railway Line. The right hand side of the railway line is obtained by standing with one's back towards Albertinia and facing Mossel Bay.

#### **B4 DESCRIPTION OF WORK**

##### **B4.1 GENERAL**

B4.1.1 Site establishment and de-establishment including fixed costs.

B4.1.2 Preliminary and general including time related costs.

##### **B4.2 REMOVAL OF TREES, BUSH AND OLD FENCING MATERIAL**

B4.2.1 All trees and bush growing within the 1 meter width on both sides of the fence to be erected, is to be cut down and removed, and to be disposed of at a municipal dumping site.

B4.2.2 Old fencing material occurring in the specified work areas is to be demolished and removed from the site and delivered to Supply Chain Services (SCS), Warehouse 113 / Siding 160997, situated behind Barnett's Motor Spares, 143 Voortrekker Road, Salt River.

The Technical Officer and the Contractor will agree on site at the inaugural site meeting as to the quantity of scrap material to be delivered to SCS. This will be fully itemised and recorded in writing in the Site Instruction Book.

The contractor is to arrange to transport, at his own cost, the scrap fencing material to SCS Salt River. En route he must obtain, at his own cost, a weigh bridge certificate as to the mass of scrap material removed from site.

A copy of this weigh bridge certificate as well as a copy of the itemised scrap material list must be handed to the clerk at SCS Salt River upon delivering the scrap material and a receipt obtained therefore. A copy of these three documents (List of material removed from site, Weigh bridge certificate and SCS receipt for the material) must then be handed to the Technical Officer as proof of delivery.

#### **B5 7-WIRE FENCE**

Supply and erect a new 7-strand wire fence with wooden uprights on the sites indicated below. Box anchors every 100m except on curves where the distance will become 50m with double box anchors. Fence to be erected according to Plan FENCE – BLE – 06 (7-Wire Fence with Wooden Supports), attached.

MATERIALS TO BE USED :-

100/120–Straining Posts–2100mm Long ( All “Box Anchors” to be concreted ~ 600 x 600 x 1000mm deep )  
80/99 – Intermediates – 2100 Long



- 30/55 – Droppers – 1400 Long
  - All wood to be creosoted or similar
  - 1.6mm Karoo II – Barbed Wire – 3 strands
  - 2.24mm Round Steel Wire – 4 strands
  - 4mm Dia. wire
  - 2mm Dia. Binding wire
  - Hinge joint Field Fence ~ Type 250 10-119 15 ( Line wire =10, Height = 119, Stay – 15 )
  - W Farm Gate – Fully Galv, - 43mm O/D ( 1.2M High x 4.825m Long )
  - All wire to be fully Galvanised
  - 19mm Stone to be used
  - 20 Mpa conc. strength

- B5.1 Between **283.010km to 284.475km** on the Left Hand Side of the railway line erect a new 7-wire fence. ( Start at the T “box-anchor” and end with a “box anchor” )
- B5.2 Between **282.245km to 284.475km** on the Right Hand Side of the railway line erect a new 7-wire fence. ( Start with a “box-anchor” and end with one )
- B5.3 Supply one double Anchor Post (100-120 Wood) at km 283.126 ( culvert ) LHS on both sides of the culvert and also on The right hand side. In other words four double anchor posts. A double 4mm wire to be pulled across the two double anchor posts and Field fence to be hanged on the 4mm wire across to form netting to the floor of the culvert.
- B5.4 At km 283.217 at the Level Crossing – supply and fit 2 x 4.9 m gates ( one on the LHS and one on the RHS. ) “Box anchors” on both sides of the gates.
- B5.5 At km 283.969 at the Level Crossing of Keurfontein Station – supply and fit 2 x 4.9 m gates ( one on the LHS and one on the RHS. ) “Box anchors” on both sides of the gates.
- B5.6 At km 284.475 at the Level Crossing – supply and fit 2 x 4.9 m gates ( one on the LHS and one on the RHS. ) “Box anchors” on both sides of the gates.

**B6 STANDARDS OF WORKMANSHIP**

- B6.1.1 The fence is to be neatly finished and is to be standing erect.
- B6.1.2 All rough edges must be smoothed off.
- B6.4 OVERALL CONTROL
  - B6.4.1 The overall standard to be achieved by the Contractor over the contract area, defined as “Overall Control”, will be determined visually by the Technical Officer
  - B6.4.2 The minimum percentage of the total work that shall comply with the standard of control shall be 90%. This measurement will be applicable for each inspection carried out during the term of the contract.



B6.4.3 Failure by the Contractor to achieve the standard of “Overall Control” shall enable the Project Manager to terminate the Contract (see clause 27 of the Transnet 287 General Conditions of Contract (Minor Works Contract))

**B7 PERFORMANCE MONITORING, EVALUATION AND MEASUREMENT**

B7.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.

B7.2 The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor’s performance methods and procedures. The Technical Officer may order the Contractor to re-do entire sections where necessary.

B7.3 The Technical Officer or his/her deputy shall, during the contract period, carry out weekly inspections of the work for the purpose of measuring progress and evaluating whether standards, as defined, has been achieved.

B7.3.1 During each of these inspections the progress of all completed work will be measured and evaluated. Any portion of the fence measured, which does not comply with the specified standard, will be recorded as rejected work.

All completed work must be recorded on an inspection sheet and produced to the Technical Officer or his duly authorised representative on the day of inspection. All such workmanship shall be to the satisfaction of the Technical Officer or his duly authorised representative.

B7.4 Should, at any stage in the progress of the said works, or on completion, an inspection visit reveal any defects in the construction, all rejected work shall be rectified prior to the commencement of the work of following week by the **Contractor** at his own expense and to the satisfaction of the Technical Officer or his duly authorised representative.

1. B7.5 In the case where the Technical Officer or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as “disputed work”. The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in clause 29 of the Transnet 287 General Conditions of Contract (Minor Works Contract).

B7.6 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Contractor for that inspection.



The Contractor shall at his cost make good to the satisfaction of the Technical Officer all defective material and workmanship which is not in accordance with the Contract and which may appear within a **period of 3 months** after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.

**B8 PROGRAMME OF WORK AND METHOD STATEMENT:**

A detail work program and method statement must be submitted to the Technical Officer within 7 days of acceptance of the tender. The program must indicate the line, kilometre distances, date, quantities, type of work to be performed, as well as other obligations and responsibilities pertaining to the **WORKS**. The program will be updated regularly and communicated to the Technical Officer. No extension of time claims will be considered without a proper work program.

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## 1. EXECUTIVE OVERVIEW

The selected service provider(s) will share in the mission and business objectives of TRANSNET. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, TRANSNET and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow TRANSNET to reach higher levels of quality, service and profitability.

Specifically, TRANSNET seeks to benefit from this partnership in the following ways:

- TRANSNET must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- TRANSNET must achieve appropriate availability that meets user needs while reducing costs for both TRANSNET and the chosen Supplier(s).
- TRANSNET must receive proactive improvements from the Supplier with respect to the provision of Services and related processes.
- TRANSNET's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- TRANSNET end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- TRANSNET must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

## 2. GENERAL INFORMATION

It is required that all TRANSNET operating divisions will be included in the scope of this Quotation.

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

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

## 3. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised August 2008). The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if



TRANSNET is requested by the Respondent to effect payment overseas direct to the Respondent's principal/Supplier.

**4. SERVICE LEVELS**

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

**Accepted:**

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

**5. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

**Accepted:**

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

If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.



.....

.....

.....

**6. RISK**

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

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

.....

.....

.....

.....

(ii) continuity of provision of the Service(s):

.....

.....

.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

.....

.....

.....





**7. 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:

Name of Company	Nature of work & period	Telephone number	Contact Person

**8. EVALUATION CRITERIA**

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET’s business
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- BBBEE status of company
- Letter of Good Standing – Compensation Commissioner
- CIDB – Grade 2 (SQ)



### SECTION 3

RFQ NUMBER: BLE/52022

#### REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

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

\_\_\_\_\_ of (full address)

\_\_\_\_\_ carrying on business under style or title of

\_\_\_\_\_  
\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);
- (ii) General Tender Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

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

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

\_\_\_\_\_  
Date and Company Stamp



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

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTIFICATION OF AWARD OF RFQ**

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

**VALIDITY PERIOD**

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

This RFQ is valid until \_\_\_\_\_ (State alternative validity period/date).



**TAX (VAT) REGISTRATION NUMBER**

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

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

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

Indicate tax clearance certificate expiry date: \_\_\_\_\_

**BANKING DETAILS**

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

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

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

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

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

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

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

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

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

.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**REGISTRATION CERTIFICATE**

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

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent’s domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

Name	.....
Address	..... .....

**CONFIDENTIALITY**

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

**DISCLOSURE OF PRICES TENDERED**

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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**DECLARATION**

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

If YES, please indicate below:  
 FULL NAME OF OWNER/MEMBER/DIRECTOR/  
 PARTNER/SHAREHOLDER

ADDRESS

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Indicate nature of relationship (if any):

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

**PRICE REVIEW**

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

**RETURNABLE DOCUMENTS**

Respondents are required to submit the following returnable documents with their responses (see tick):

<b>Notice to Bidders – Section 1</b>	✓
<b>Project Specification – Section 2</b>	✓
<b>Quotation Form – Section 3</b>	✓
<b>Resolution of Board of Directors (Respondent's Representative) - Section 4</b>	✓
<b>Certificate of Acquaintance with RFQ Documents – Section 5</b>	✓
<b>Service fees and costs – Section 6</b>	✓
<b>Audited Financials for previous year</b>	✓
<b>Valid Tax Clearance Certificate</b>	✓
<b>VAT Registration Certificate</b>	✓
<b>BBBEE Accreditation Certificate</b>	✓
<b>Certificate of attendance of RFQ Briefing – Section 7</b>	✓
<b>Letter of Good Standing from the Compensation Commissioner</b>	✓

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

\_\_\_\_\_  
 Date and Company Stamp



**NOTE: Sections 1, 2, 3, 4, 5, 6, 7, , and 8 , as indicated in the footer of each page, must be signed and dated by the Respondent.**

**By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will 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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

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

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

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

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

“PREVIEW COPY ONLY”



## SECTION 4

RFQ NUMBER: BLE/52022

REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

### SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company \_\_\_\_\_

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

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

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

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY





## SECTION 5

RFQ NUMBER: BLE/52022

REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: \_\_\_\_\_

I/We \_\_\_\_\_ do

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

I/We furthermore agree that Transnet Limited shall 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.

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



## SECTION 6

**RFQ NUMBER: BLE/52022**

**REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.**

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
1	Site establishment , preliminary and general, time related costs, and fixed costs.	Sum	1		
2	Removal of Trees and bush.	Sum	1		
3	Removal of Old fencing material to SCS Salt River	Sum	1		
4	Excavations and Foundations – “T-Box Anchor”	Each	1		
5	Excavations and Foundations – “Double Box Anchor”	Each	4		
6	Excavations and Foundations – “Box Anchor”	Each	50		
7	7-wire fence	m	3695		
8	Hanging of gates	Each	6		
<b>TOTAL (Exclude VAT)</b>					

**Price in Words:** \_\_\_\_\_

\_\_\_\_\_

**(Excluding VAT )**



## SECTION 7

RFQ NUMBER: BLE/52022

REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

### CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION

It is hereby certified that -

1. ....
2. ....

Representative(s) of .....  
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on  
..... 2012.

.....  
**TRANSNET REPRESENTATIVE**

.....  
**RESPONDENT'S REPRESENTATIVE**

**DATE:** .....

**DATE:** .....



## SECTION 8

RFQ NUMBER: BLE/52022

REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

### GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 - Copy available on request.

*"It is the responsibility of the Tenderer to ensure they are familiar with Form CSS5."*

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Respondent's Signature

36

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Date and Company Stamp



## SECTION 9

RFQ NUMBER: BLE/52022

REPLACEMENT OF EXISTING FENCE BETWEEN ALBERTINIA AND KEURFONTEIN.

### STANDARD TERMS AND CONDITIONS OF CONTRACT

### FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 - Copy available on request.

*"It is the responsibility of the Tenderer to ensure they are familiar with Form US7."*

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

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