



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No PTH/52124

DESCRIPTION: **ERECTING OF FENCE BETWEEN DESPATCH AND REDHOUSE
RAILWAY STATIONS SITUATED ON THE UITENHAGE/PORT
ELIZABETH RAILWAY LINE FOR PERIOD OF 1 MONTH**

LOCATION: **PORT ELIZABETH/UITENHAGE AREA**

ISSUE DATE: **29 / 01 / 2013**

CLOSING DATE: **19 / 02 / 2013**

CLOSING TIME: **10:00**

Section 1
NOTICE TO BIDDERS

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

On or after 29 January 2013 documents may be inspected at, and are obtainable from the Regional Supply Chain Office, 1st Floor, Room 105, Stow Road, Uitenhage or arrangements can be made with Me. Ronelle Blom on telephone number 041 – 994 2045 for collection of the RFQ document at the site meeting/briefing session.

No RFQ/tender fee is applicable for this RFQ. RFQ documents will only be available until 12h00 on 07 February 2013.

A compulsory information briefing session and site visit will be held on 08 February 2013. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.

The compulsory briefing session and site visit will be conducted over a period of +- 2 hours.

The briefing session will start punctually at 09h00 and Respondents must please ensure that they arrive on time to prevent any delays.

Details of the compulsory briefing session

Date: 08 February 2013
Venue: Transnet Freight Rail
Perseverance Station (Wait at level crossing)
Port Elizabeth
Time: 09h00

(For directions, Me. N Goniwe may be contacted on telephone 041-507 4247 or cell 083 409 6467)

Immediately after the briefing session, a site tour will be conducted to identify the location of the site to all attendees. **NB: All attendees must please ensure that they are in possession of a reflective jacket and safety shoes/boots for safety purposes.**

The above-mentioned sessions are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All interested parties are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.

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

METHOD: post and/or courier

CLOSING VENUE: As follows:

Postal Address:

<p>TRANSNET FREIGHT RAIL REGIONAL SCS OFFICE P.O.BOX 95 UITENHAGE 6230</p>

Physical Address:

<p>TRANSNET FREIGHT RAIL REGIONAL SCS OFFICE TRANSNET FREIGHT RAIL BUILDING TENDER BOX 1ST FLOOR PASSAGE STOW ROAD UITENHAGE</p>
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1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

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

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

- 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.

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

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- d) **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
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

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

Respondents are 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 a certificate in respect of EMEs].

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

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

[Refer Section 3, Vendor Application Form, for Returnable Documents required]

2.2 Further Recognition Criteria N/A

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name : Granville van der Merwe
Division : Transnet Freight Rail (SCS)
Email : Granville.vandermerwe@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with the Admin Support Office on any matter relating to its RFQ response:

Telephone 041 – 994 2045
Email ronelle.blom@transnet.net

4 Tax Clearance

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

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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

I/We _____ do hereby certify that *I/we have/have not been* found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

13 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Weighted evaluation based on 80/20 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- Ps* = Score for the Bid under consideration
- Pt* = Price of Bid under consideration
- Pmin* = Price of lowest acceptable Bid

- B-BBEE status of company

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

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

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

14 Validity Period

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

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

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

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

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Overview and Scope of Requirements	
SECTION 5 : Certificate of Attendance of RFQ Briefing & Site Inspection	
ANNEXURE A : General Tender Conditions (CSS5 – Services)	
ANNEXURE B : E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment	
ANNEXURE C : Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
ANNEXURE D : RFQ Declaration Form	
LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER	
ORIGINAL TAX CLEARANCE CERTIFICATE	

 Respondent's Signature

 Date & Company Stamp

Respondents to complete this section:

NAME OF RESPONDENT	
PHYSICAL ADDRESS	
.....	
Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp

Section 2
QUOTATION FORM

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

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

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Respondent's Signature

Date & Company Stamp

Price Schedule

I/We quote as follows for the service required, on a "delivered nominated destination" basis, excluding VAT:

Item No	Description of Goods	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Replace existing fence: RHS starting point km 174.550-175.845	metre	1300		
2	Replace existing fence: LHS starting point km 174.530-175.970	metre	1450		
3	Replace existing fence: Perseverance to Redhouse Km 181.095-180.545 RHS	metre	550		
4	Vegetation to be cleared one meter on both sides of fence and to be taken to municipal dump. Care must be taken not to remove or damage protected species of vegetation.	metre	3300		
Gross Total (excluding VAT)			R		

Time period to complete the required work: _____ [days/weeks]

Notes to Pricing:

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

Respondent's Signature

Date & Company Stamp

Section 3

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

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

1 SOLE AGREEMENT

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

2 CONFORMITY WITH ORDER

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

3 DELIVERY AND TITLE

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

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

3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.

3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

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

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

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

6 PROPRIETARY INFORMATION

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

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

8 PUBLICITY

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

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.

10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.

10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

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

12 WARRANTY

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

13 INSOLVENCY

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

14 ASSIGNMENT

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

15 NOTICES

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

16 LAW

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

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

18 COUNTERPARTS

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

“PREVIEW COPY ONLY”

Respondent's Signature

Date & Company Stamp

Section 4

OVERVIEW AND SCOPE OF REQUIREMENTS

SPECIFICATIONS FOR THE REPAIR OF FENCING

1. SCOPE OF WORK

The work site is located on the Uitenhage railway line **between Despatch and Redhouse for both side of the railway line 174.550-175.845 at RHS – from 174.530-175.970 km and 180.545-181.095 RHS to Port Elizabeth**

It will be expected of the contractor to replace the fence over **a distance of 3.3 km** on both sides of the railway line at various places. All work will be done by hand and all fencing wire will be fully galvanised and supplied by contractor.

Any old fencing that may be removed will become the contractor's responsibility and will be disposed of in a responsible way.

2. DESCRIPTION OF WORK

• Fencing

The 8 high tensile steel wires, fully galvanised 2.24mm 50kg, 1.2m high, the fence will be erected in such a way to form a uniform line where the existing fence is,

Droppers will be creosoted, 1.4m x32-50mmx1.8kg, at 2.0m spacing. Binding wire no. 14.

Treated poles (instead off y-bars); 1.8m long x 75-100mm thick x 10.4kg (one third in the ground) and 10m apart. Use no 10 binding wire for poles.

The 8 high tensile steel wires will be fasten with 2mm, no.14, and 50kg and fully galvanised binding wire to droppers. The 8 high tensile steel wires will be fasten with 3,15mm, 50kg, and fully galvanised binding wire to all poles. U-nails are not allowed to be used on poles or droppers. Provide grooves (3mm – 5mm deep) for the binding wire on all poles. The binding wire must have no loose ends where the turns stop. Existing rail anchor post to be used if in good condition.

All fencing wire will be fully galvanised and spaced equally apart.

All new fencing to start off and end with a 'skop' as on drawing attached. Provide skops, at corners and at every 200m (use double "skops" at sharp corners and every 200m) on straights.

Only creosoted poles to be used. All anchor post (inside post of 'skop') to be 1,8m long x 125-150mm thick. Straining post at all ends (the outside post of a 'skop') to be 2,1m long x 125-150mm thick. Intermediate posts to be 1.8m long x 75-100mm thick. Intermediate posts to be centred at maximum 10m. Anchor post ("skops") to be at corners or maximum 200m apart on straights. The parallel 'skop' pole will be 2.1m long x 75-100mm thick, as on drawing attached. Double stranded no. 8 for "skop".

- **Vegetation**

Vegetation to be cleared one meter on both sides of fence and to be taken to municipal dumps. Care must be taken not to remove or damage protected species of vegetation.

3. **ORDER OF WORKS (PROCESS)**

- Setting out of measurements on site in accordance with drawings.
- Staking a safe working area with a clearance of at least 3 metres from the centre of the railway line.
- Excavation of materials/Erecting of fence to perform work as indicated.
- Disposal of old / demolished materials if necessary.

4. **THE SITE**

Access to the site is via the level crossings as there is no Transnet service road near track

No Transnet property such as sleepers, rails, fencing (except fencing which has been replaced), cables and ballast stone are to be removed from the site.

The contractor shall take the utmost care, at all times, not to damage Transnet or Private property as such damage will be for the contractors account. Any damage to fencing must be repaired immediately. Livestock losses as a result of fencing damage by the contractor, will be for the contractors account. Should the contractor fail to attend to damage caused by himself or any of his personnel, Transnet will arrange for the repair of the damage and deduct such amount from the contractor's payment. The contractor must make provision, for damages to services above or under ground because it will be for his account.

5. **SUFFICIENCY OF CONTRACT**

The contract will only be awarded to a tenderer who can convince Transnet that he is capable and able to perform the works according to acceptable standards of workmanship. The contractor must have UIF assurance and must be a member at CIDB.

Copies must be sent with tender.

6. **TO BE SUPPLIED BY THE CONTRACTOR**

The contractor will supply the following:

All tools, labour and material to perform the work as described in this contract.

All transport required to- and from work areas and arrangements for his/her own accommodation.

The Contractor will supply all water requirements.

The Contractor will also have available on site a Site diary, Site instruction book and safety file.

TO BE SUPPLIED BY TRANSNET FRIGHT RAIL - NIL

7. PROGRAM FOR THE EXECUTION OF THE WORK

It is required of the Contractor to commence with work 04 March 2013 and be completed on 22 March 2013 and ready for final inspection.

Weekly site/progress meetings are required with the Contractor. At this meeting the contractor must provide the Project Manager with his daily activities plan for the following week. This information is required to inform the train personnel of activities adjacent to railway lines and is of vital importance for the safety of the Contractor and his personnel.

8. SAFETY

The Contractor is reminded that working adjacent to railway lines is dangerous and has to be treated as such.

Open fires are not allowed on the work site. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by the Contractor will be for his account.

Safety clothes/equipment must be provided by the contractor and worn at all times. Highly visible vests (orange) have to be included and worn at all times whilst working within Spoornet reserve.

9. FINAL INSPECTION OF THE WORK

Within seven working days from receipt of the contractor letter indicating the completion of the work, a final inspection of the site will be arranged. Should the site be found to be in order and the work completed satisfactory the Project Manager of Transnet will issue a completion certificate.

10. MEASUREMENT AND PAYMENT

NB: The contractor is required to price fencing per lump sum between kilometres as indicated.

The contractor is required to price clearing of vegetation per lump sum between kilometres as indicated.

Payment will be made within 60 days of completion and receipt of invoice.

Section 5

CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION / SITE INSPECTION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on2013.

“PREVIEW COPY ONLY”

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

ANNEXURE A

GENERAL TENDER CONDITIONS – SERVICES

Refer Form CSS5 attached hereto.

ANNEXURE B

**SPECIFICATION FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR
HIGH VOLTAGE EQUIPMENT**

Refer Form E7/1 attached hereto.

ANNEXURE C

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY
ACT; ACT 85 OF 1993 AND REGULATIONS**

Refer Form Safety Arrangements attached hereto.

ANNEXURE D

RFQ DECLARATION FORM

Refer Form attached hereto. (Compulsory)