



TRANSNET FREIGHT RAIL
an Operating Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/30)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER BLE/51821

**ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE
AND DE GREDEL STATIONS**

FOR A PERIOD OF 6 WEEKS

ISSUE DATE	:	10 August 2012
CLOSING DATE	:	21 August 2012
CLOSING TIME	:	10h00

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

Respondent's Signature

1

Date and Company Stamp



RFQ NUMBER BLE/51821

**ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE
AND DE GRENDDEL STATIONS**

FOR A PERIOD OF 6 WEEKS

SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. a) Background, Overview and Scope of Requirements
b) Project Specifications & Special Conditions
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. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of RFQ Briefing

Annexure:

- ◆ Drawings : BB-STD-1 sht 1 Rev 3, BB-STD-1 sht 2 Rev 4, BB-STD-1 sht 3 Rev 2, BB-STD-1 sht 4 Rev 1, BB-STD-1 sht 5 Rev 1
- ◆ E7/1 Specification
- ◆ E4E Safety Document
- ◆ SDF Document

Respondent's Signature

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Date and Company Stamp



SECTION 1

RFQ NUMBER BLE/51821

ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE AND DE GRENDDEL STATIONS

FOR A PERIOD OF 6 WEEKS

NOTICE TO BIDDERS

1. Quotations are requested from interested 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 **10 August 2012** the RFQ documents are obtainable from the office of **Transnet Freight Rail, Supply Chain Services, Tender Admin Support Office, 6th Floor, Transnet Park Building, Modderdam Road, Bellville**, on payment of an amount of **R 100.00 (vat inclusive)** per set. **(Payment is to be made to Transnet Freight Rail, Standard Bank Account Number 203158598 and Branch Code 004805)**. The deposit slip must reflect as reference: **RFQ BLE/51821** and your Company name. Receipt/proof of payment to be presented prior to collection of tender/s. (No proof of payment no tender)

NOTE: This amount is not refundable. RFQ documents will only be available until **15:00 on 15 August 2012**.

2. A compulsory briefing session will be conducted in the **Boardroom at Infrastructure Depot, Caledon West Street, Bellville on 16 August 2012 at 09:00** for a period of \pm one hour. **(Respondent to provide own transportation and accommodation)**.

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

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

The briefing session will start punctually at 09:00.

Site inspection: Viewing of the actual site will be discussed at the Briefing Session.

Safety on Site: Reflective Jackets and Safety Shoes to be worn when visiting the site. Without the safety clothing and depending on the environment you will be entering, respondent(s) won't be allowed at the various sites if safety apparel is required.

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

Name	:	G. Barnard Tel: 021-940-3479	Uil Basson	Tel: (021) 940 2309 / Cell: 083 380 8253
Division	:	Supply Chain Services	Infrastructure	
Email	:	gaylene.barnard@transnet.net	uil.basson@transnet.net	

Respondent's Signature

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Date and Company Stamp



3. Quotations must reach the Chairperson, TRANSNET Freight Rail Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: BLE/51821
Description	: ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE AND DE GRENDDEL STATIONS
Closing date and time	: 21 August 2012 at 10h00
Closing address (refer options paragraph 4 below)	

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Acquisition Council, P.O. 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 tender box which is located at the Main entrance, Transnet Park Building, Modderdam Road, Bellville, and should be addressed as follows:

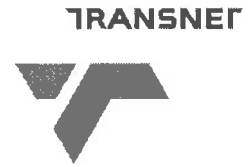
THE SECRETARY ACQUISITION COUNCIL GROUND FLOOR TRANSNET PARK BUILDING MODDERDAM ROAD BELLVILLE

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

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

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

THE SECRETARY ACQUISITION COUNCIL GROUND FLOOR TRANSNET PARK BUILDING MODDERDAM ROAD BELLVILLE



5. **Please note that this RFQ closes punctually at 10:00 on Tuesday 21 August 2012.**
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. **NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.**
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. 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 Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including 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 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

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

Respondent's Signature

Date and Company Stamp



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

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

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

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

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >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 / Quotations 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 will result in a score of zero being allocated for BBBEE evaluation.

13. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Acquisition Council, at telephone number (021) 940-3479 or fax no (021) 940-3883 on any matter relating to its RFQ response.

14. RFQ SCHEDULE

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

Respondent's Signature

Date and Company Stamp



15. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign documents (sign and date the bottom of each page). This will serve as the legal and binding copy.
- (ii) Documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.
 - Letter of Good Standing

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- 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 work 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 AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

18. DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this 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 Services 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

Respondent's Signature

Date and Company Stamp



- 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.

19. LEGAL REVIEW

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

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS

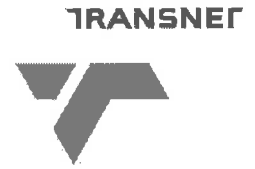
Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

20. 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.

Respondent's Signature

Date and Company Stamp



**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**

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SECTION 2 (a)

RFQ NUMBER BLE/51821

ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE AND DE GRENDDEL STATIONS

FOR A PERIOD OF 6 WEEKS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

This specification covers the erection of BETA Fencing along the Transnet boundary between Avondale and De Grendel Stations on the Cape Town to Bellville Railway Line in the geographical area controlled by the Depot Engineer, Bellville, 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

2. SCOPE OF REQUIREMENTS / PROJECT SPECIFICATIONS

Refer to section 2b for the Project Specifications.

The Project Specifications must be read in conjunction with "Section 6" (Service Fees and Costs).

3. GENERAL INFORMATION

Refer to section 2b for General Information/Special Conditions

4. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. 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.

Respondent's Signature

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Date and Company Stamp



(a) ZAR1.00 (South African currency) being equal to(foreign currency).
% in relation to tendered price(s) (.....) to be
 remitted overseas by Transnet.

(b) (Name of country to which payment is to be made)

(c) Beneficiary details :
 Name (Account holder)
 Bank (Name and branch code).....
 Swift code
 Country

(d) (Applicable date of Exchange Rate used)

5. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES	
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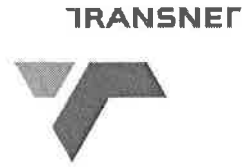
NO	
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6. SERVICE LEVELS

- 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.

 Respondent's Signature

 Date and Company Stamp



- 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	
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NO	
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7. 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:

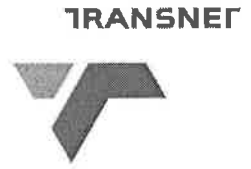
YES	
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NO	
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If "yes", please specify

Respondent's Signature

Date and Company Stamp



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.

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8. 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:

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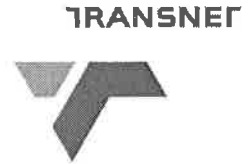
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Respondent's Signature

Date and Company Stamp



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

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

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

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9. 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	Contact Person	Telephone number

 Respondent's Signature

 Date and Company Stamp



10. EVALUATION CRITERIA

Transnet will utilize 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
- Fixed price
- BBBEE status of company

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SECTION 2 (b)

RFQ NUMBER BLE/51821

ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE AND DE GRENDDEL STATIONS

FOR A PERIOD OF 6 WEEKS

PROJECT SPECIFICATION

1 GENERAL

This specification covers the erection of BETA Fencing along the Transnet boundary between Avondale and De Grendel Stations on the Cape Town to Bellville Railway Line in the geographical area controlled by the Depot Engineer, Bellville, 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.

1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of erecting the BETA fence required in terms of the contract.

1.3 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

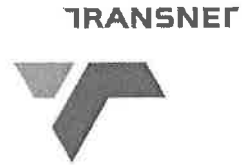
1.4 Failure to comply with the minimum standard proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the standard as defined and/or termination or cancellation of the contract.

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.

Respondent's Signature

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2 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.

3 WORK AREA

From the end of the existing Beta fence adjacent to Paul De Groot Street to the corner of the existing house opposite De Mist Street - a distance of **112** metres. The fence is to be erected on the existing boundary line which necessitates a 1 metre return fence to the corner of the existing house.

4 DESCRIPTION OF WORK

4.1 SETTING OUT AND EXCAVATION

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

Set out the work for the fence and spacing of the posts. Measure and mark a square area 600mm x 600mm to accommodate the post.

Excavate to the depth required (800mm minimum) for each post.

All work to be according to Betafence South Africa (Pty) Ltd Specifications.

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

4.2 CONCRETE FOUNDATIONS

Cast concrete to set post in an upright and plumb position with concrete foundations of 20 MPa using 19 mm stone.

5 FENCE WORK

Erect a 2.4m high BETA fence along the existing Transnet boundary starting at the end of the existing Beta Fence adjacent to Paul De Groot Street to the corner of the existing house opposite De Mist Street - a distance of **112** metres. The fence is to be erected on the existing boundary line which necessitates a 1 metre return fence to the corner of the existing house.

Respondent's Signature

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Total length of fence, is **112m**.

The extent of the work is according to Betafence South Africa (Pty) Ltd Specifications together with drawings **BB-STD-1 Sht 1 to 5**.

Top and bottom rails are required on all panels as per BETA specification.

6 STANDARDS OF WORKMANSHIP

6.1.1 The fence is to be neatly finished and is to be standing erect.

6.1.2 All rough edges must be smoothed off.

6.1 OVERALL STANDARD

6.1.1 The overall standard to be achieved by the Contractor over the contract area, defined as "Overall Standard", will be determined visually by the Technical Officer

6.1.2 The minimum percentage of the total work that shall comply with the standard, shall be 90%. This measurement will be applicable for each inspection carried out during the term of the contract.

6.1.3 Failure by the Contractor to achieve the standard of "Overall Standard" shall enable the Project Manager to terminate the Contract.

7 PERFORMANCE MONITORING, EVALUATION AND MEASUREMENT

7.1 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.

7.2 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.

7.3 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.

7.3.1 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.

Respondent's Signature

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Date and Company Stamp



- 7.4 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.
- 7.5 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 a "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.
- 7.6 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. He/she would then make full payment to the Contractor to the value associated with that inspection.

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 2 weeks after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.

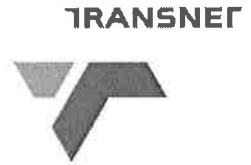
8 PROGRAMME OF WORK AND METHOD STATEMENT

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 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.

9 MEASUREMENT AND PAYMENT

The BETA fence shall be measured and paid for per finished linear metre. Tendered rates must therefore include supply and delivery of all materials for the fence including the foundations. Site clearance, excavation, compaction, assembly, and all other activities, including the felling of the trees, necessary for the completion of the works are all to be included in tendered rates for the erection of the fence.

Payment for the work completed will be made after receipt of an invoice from the Contractor as per TFR payment terms, 30 days from month-end statement (Refer US7 – Clause 10.4)



SPECIAL CONDITIONS

(GENERAL)

1 SCOPE OF WORK

This specification covers the **erection of BETA Fencing along the Transnet boundary between Avondale and De Grendel Stations on the Cape Town to Bellville Railway Line in the geographical area controlled by the Depot Engineer, Bellville**, 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.

2 SUFFICIENCY OF TENDER

- 2.1 The contract will only be awarded to a tenderer who has experience in the field of BETA fencing.
- 2.2 The Certificate of Attendance of the Briefing Session/Site Meeting signed by the Technical Officer or his/her deputy (compulsory) must be submitted with the tender. The attendance of this briefing session/site meeting is compulsory. The submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

3 DURATION OF CONTRACT

The contract will commence within 7 working days of the date of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.

Transnet Freight Rail requires that the works be completed within six (6) weeks from the date of commencement of the work.

4 MAINTENANCE PERIOD

N I L

5 RETENTION MONEY

N I L



6 PENALTIES FOR LATE COMPLETION

A penalty for late completion as per Clause 3 of **R1000.00** per calendar day shall apply for each working day or part thereof. In addition, no extra payment will be made for delays suffered by the Contractor as a result of inclement weather, flooding or delays caused by Transnet Freight Rail.

7 MATERIAL

7.1 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

Transnet Freight Rail will provide all the material for the BETA Fence except for the sand, stone, cement and water.

7.2 TO BE SUPPLIED BY THE CONTRACTOR

All cement, sand, stone, and all necessary welding (if any), etc. used to erect the fence, shall be supplied by the Contractor.

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.

8 TO BE PROVIDED BY THE CONTRACTOR

1. The Contractor shall supply 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. All tools and labour required to perform the work as stipulated in the schedule of quantities, hereto refer as service fees and costs shall be provided by the Contractor and included in his tendered rates. These include:
 - 2.1. All fuel for small plant tools, lubricants, etc.
 - 2.2. Staff accommodations complete with ablutions and kitchen facilities.
 - 2.3. Fire prevention and fire fighting measures.
3. The maintenance, leasing, hiring and insurance of this equipment will solely rest with the Contractor.
4. The Contractor shall be responsible for his own arrangements with regards to the transport and safe staging of this equipment.
5. 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.
 - 5.1. 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.

Respondent's Signature

22

Date and Company Stamp



- 5.2. 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.
- 5.3. Contractor's staff working on the site may not wear any form of visible red or green outer garments.
- 5.4. 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.
6. The making of fires, for whatever purpose, on Transnet property is strictly prohibited.

9 ADVANCE PAYMENT FOR MATERIAL AND/OR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR

No advancement of any monies will be considered.

10 CONTRACT PRICE ADJUSTMENT FACTOR

The contract shall not be subject to cost escalation or de-escalation or foreign exchange rate fluctuations. All increases in cost from whatsoever cause shall be at the Contractor's risk, and all decreases in cost shall be to his benefit.

11 SCHEDULE OF QUANTITIES AND PRICES (SERVICE FEES AND COSTS)

- 11.1 The quantities in the Schedule of Quantities and Prices (Service Fees and Costs) as at Section 6 are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in black ink) for the Works.
- 11.2 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.
- 11.3 The short descriptions of the items in the Schedule are for identification purposes only. The Special Conditions of Contract and Project Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Quantities and Prices, hereto refer as Service Fees and Costs.

Respondent's Signature

Date and Company Stamp



12 PROTECTION FROM STORMS AND FLOODS

The sum allowed for in the Schedule of Quantities (Service Fees and Costs) shall be deemed to be full compensation for any damage to the works due to storms, rains, floods, storm-water or subsurface water.

Under no circumstances shall the **Contractor** be entitled to any additional payment in this regard. The **Contractor** shall accept full responsibility and costs to handle water from any source on site.

13 VALUE-ADDED TAX

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates.

14 SITE MEETINGS

14.1 The Contractor 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.

14.2 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:

- i. the specific hazards, safety, health and environment rules for Transnet Freight Rail premises and
- ii. on-site instructions regarding Risk Assessment, action plans to mitigate risks, introduction to key personnel and substance abuse testing

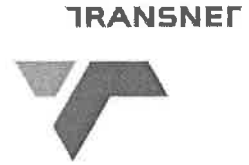
14.3 If for any reason the Contractor changes his staff, the new staff, before they enter on to the worksite, MUST undergo an induction session conducted by a Transnet Safety Officer Representative.

14.4 Site meetings, will be held once a week as arranged with the Technical Officer and are to be attended by the Technical Officer and the Contractor.

15 SITE BOOKS

15.1 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.

15.2 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.



- 15.3 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.
- 15.4 Upon the completion of the contract, both books are to be handed in to the Technical Officer and both become the property of Transnet Freight Rail.

16 INFORMATION TO BE PROVIDED WITH TENDER

- 16.1 A full description of the plant and equipment to be used by the Contractor for all aspects of the work required to ensure standard as specified.
- 16.2 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.
- 16.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 16.4 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.
- 16.5 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.

17 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**, page 51 to 72.
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.



18 TECHNICAL REQUIREMENTS AND EXPERTISE

1. The **Contractor** shall have a qualified **site agent**, fully conversant with fencing practices of Transnet, in his employment. 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 min 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.

FAILURE TO COMPLY WITH SUB CLAUSES 18.1 TO 18.3 WILL AUTOMATICALLY DISQUALIFY THE TENDERER.

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.

19 TIDINESS AND CLEARING OF SITE

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

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

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

20 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 13 hereto.

The sum allowed for in Schedule of Quantities (Service Fees and Costs, Section 6) shall be deemed to be full compensation for the location and protection of existing services.

21 DAMAGE TO ADJOINING PROPERTY

The Contractor shall ensure that no damage occurs to adjoining property.

The Contractor shall negotiate with the property owner(s) for permission to work on their land for the purpose of carrying out the work (if necessary).

The Contractor shall ensure that his workmen do not abuse any permissions granted by adjoining property owners allowing them on to their property for the execution of the work.

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER BLE/51821

**ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE
AND DE GRENDDEL STATIONS**

FOR A PERIOD OF 6 WEEKS

QUOTATION FORM

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

of (full address) _____

carrying on business under style or title of (trading as) _____

represented by _____

in my capacity as _____

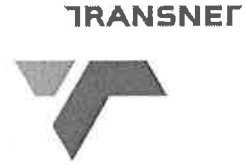
being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of Service Fees in accordance 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;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

Respondent's Signature

Date and Company Stamp



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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services 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 favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 6 weeks 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, delivery period, quality, BBBEE status or for any other reason.

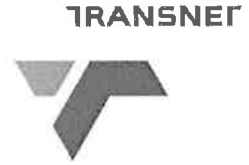
VALIDITY PERIOD

Transnet desires a validity period of **three (3) 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).

Respondent's Signature

Date and Company Stamp



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 RFQ is submitted.

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

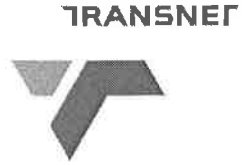
	Address/Addresses	ID Number/s
.....
.....
.....
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REGISTRATION CERTIFICATE

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.

Name
Address

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

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

DECLARATION

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

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

If YES, please indicate below:

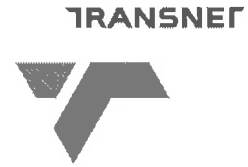
FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER

ADDRESS

Indicate nature of relationship (if any):

Respondent's Signature

Date and Company Stamp



(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

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 item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1	√
Background, Overview and Scope of Requirement – Section 2 (a)	√
Project Specifications & Special Conditions – Section 2 (b)	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) – Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Service Fees and Costs - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of RFQ Briefing – Section 9	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate (Original/Certified Copy)	√
VAT Registration Certificate (Original/Certified Copy)	√
BBBEE Accreditation Certificate (Original/Certified Copy)	√
Letter of Good Standing from Compensation Commissioner (Original/Certified Copy)	√
Letter from auditor / accounting officer confirming annual turnover, percentage black ownership & black woman ownership (if turnover less than R5m p/a)	√
Drawings: BB-STD-1 sht 1 to 5	√
E.4E Safety Document	√
E7/1 Specification	√
SDF Document	√

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

 Respondent's Signature

 Date and Company Stamp



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

SIGNED at _____ on this _____ day of _____ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES

1 _____ 1 _____

2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

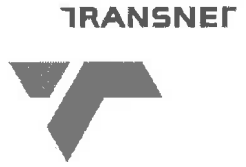
NAME

DESIGNATION

Respondent's Signature

Date and Company Stamp

“PREVIEW COPY ONLY”



SECTION 4

RFQ NUMBER BLE/51821

ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE AND DE GRENDDEL STATIONS

FOR A PERIOD OF 6 WEEKS

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 Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondent's Signature

Date and Company Stamp



SECTION 5

RFQ NUMBER BLE/51821

**ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE
AND DE GRENDDEL STATIONS**

FOR A PERIOD OF 6 WEEKS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

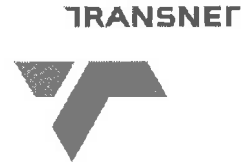
hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet SOC Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet SOC Limited shall recognize 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/51821

ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE AND DE GRENDDEL STATIONS

FOR A PERIOD OF 6 WEEKS

SERVICE FEES AND COSTS

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Erect New BETA Fence	M	112		
TOTAL (Exclusive of Vat)				R	

Amount tendered in words: _____

 _____ (Exclusive of VAT)

 Respondent's Signature

 Date and Company Stamp



SECTION 7

RFQ NUMBER BLE/51821

**ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE
AND DE GRENDDEL STATIONS**

FOR A PERIOD OF 6 WEEKS

GENERAL TENDER CONDITIONS - SERVICES

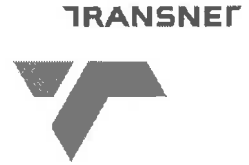
Refer Form CSS5 - Copy available on request.

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

Respondent's Signature

37

Date and Company Stamp



SECTION 8

RFQ NUMBER BLE/51821

**ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE
AND DE GRENDDEL STATIONS**

FOR A PERIOD OF 6 WEEKS

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."

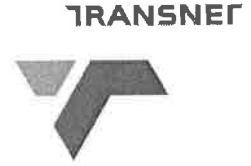
**Respondents should note the obligations as set out in
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

"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."

Respondent's Signature

38

Date and Company Stamp



SECTION 9

RFQ NUMBER BLE/51821

**ERECTION OF BETA FENCING AT PAUL DE GROOT STREET BETWEEN AVONDALE
AND DE GREDEL STATIONS
FOR A PERIOD OF 6 WEEKS**

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms
of this RFQ on2012.

“PREVIEW COPY ONLY”

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TRANSNET'S REPRESENTATIVE

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RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....