



Transnet Freight Rail
an Operating Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTE (RFQ)

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

ISSUE DATE : 29 SEPTEMBER 2010
SITE INSPECTION : 05 OCTOBER 2010 @ 10: 00 am
POTCHEFSTROOM DEPOT YARD
POTCHEFSTROOM
CLOSING DATE : 12 OCTOBER 2010
OPTION VALIDITY DATE : 14 DECEMBER 2010

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

**CLOSING VENUE: (TENDER BOX) ALLOCATED AT
THE CHAIRPERSON TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,
GROUND FLOOR, INYANDA HOUSE 1, 2**

Respondent's Signature

1

Date and Company Stamp



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**CLOSING VENUE: (TENDER BOX) ALLOCATED AT
THE CHAIRPERSON TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,
GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN,
JOHANNESBURG**

Respondent's Signature

1

Date and Company Stamp



RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Quotation Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Certificate of Attendance of Site Meeting / RFQ Briefing**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Non-Disclosure Agreement**
- 10. Supplier Code of Conduct**
- 11. Supplier Declaration Form**

Respondent's Signature

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Date and Company Stamp



SECTION 1

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

NOTICE TO BIDDERS

1. Quotations are requested from interested / selected 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 September the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail, Tender Advice Centre, 21 Wellington Road, Ground Floor, Inyanda House 1, Parktown, Johannesburg.

A non refundable tender fee of R100.00 (VAT inclusive) is applicable per tender (listed below) - Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ: CRAC-KGG-6693 and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

COMPULSORY SITE MEETING : POTCHEFSTROOM DEPOT YARD, POTCHEFSTROOM

DATE : 05 OCTOBER 2010 @ 10H00 AM

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

Name : Beverley Ramaru 011 584 0611
Division : Supply Chain Services
Email : Beverley.ramaru@transnet.net

2. Quotations in duplicate must reach the Tender Advise Box, 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 : CRAC-KGG 6694 DESCRIPTION; CLEANING OF TRACK DRAIN & EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT – 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRA DEPOT Closing date and time: 12 October 2010 @ 10:00 am Closing address (refer options paragraph 4 below)
--

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

Respondent's Signature

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Date and Company Stamp



- 4.1 **If posted**, the envelope must be addressed to the Transnet Acquisition Council, 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 Acquisition Counsel , and should be addressed as follows:

THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOW

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.

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the 21 Wellington road Inyanda House no 1 Parktown and a signature obtained from that Office.

THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOW

5. Please note that this RFQ closes punctually at **10:00 on 12 October 2010 (Tuesday)**.
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. pricing, delivery, 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.

Respondent's Signature

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Date and Company Stamp



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 R 30,000 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. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

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

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

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

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.

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.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:

.....

Failure to submit your BBBEE information in terms of the above-mentioned clauses 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 Depot Engineer, at telephone number [redacted] or fax no. [redacted] on any matter relating to its RFQ response.

14. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's valid Tax Clearance Certificate.

15. 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.

16. ADDITIONAL NOTES:

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

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

Respondent's Signature

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Date and Company Stamp



17. 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
- 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.

18. 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.....

**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**



SECTION 2

RFQ NUMBER – CRAC- KGG - 6694

**CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT
ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP
INFRASTRUCTURE DEPOT**

SCOPE OF REQUIREMENTS

CONTENT PAGE

- 1. JOB DESCRIPTION.**
- 2. SCOPE OF WORK.**
- 3. DURATION OF CONTRACT.**
- 4. SITE MEETINGS.**
- 5. SAFETY.**
- 6. RESPONSIBILITY OF TRANSNET FREIGHT RAIL**
- 7. RESPONSIBILITY OF THE CONTRACTOR**
- 8. PENALTIES**
- 9. PAYMENT CERTIFICATE**
- 10. SITE INSTRUCTION BOOK AND SITE DIARY**
- 11. DEFECTS LIABILITY PERIOD**
- 12. ANNEXURE.**

Respondent's Signature

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Date and Company Stamp

- **SITE ACCESS CERTIFICATE (E.4E)**
- **INDEMNITY FORM.**
- **SITE INSPECTION FORM (E.4A (Dec 2003)).**
- **GREEN AREA MEETING TEMPLATE.**
- **GENERAL CONDITIONS OF CONTRACT (minor works contracts) TRANSNET 287.**
- **E7/1 WORKING NEAR RAILWAY LINE OR OHTE.**

13. SCHEDULE OF QUANTITIES AND PRICING

14. SUMMARY OF SCHEDULE OF QUANTITIES

1. JOB DESCRIPTIONS.

1.1 The works involves: **CLEANING OF TRACK DRAIN, EARTH CHANNEL INCLUDING CLEANING OF BOX CULVERT ACROSS THE TRACK AROUND CRESCENT BETWEEN KILOMETER 117/10 TO 118/15 FOR KRUGERSDORP INFRASTRUCTURE DEPOT.**

1.2 Location of the site:

The site is between Potchefstroom and Klerksdorp railway line around Crescent station, kilometre 117/10 to 118/15 on mats pole.

2. Scope of work.

- 2.1 The work covers the removal of old concrete scrap sleepers blocking water path (track drain).
- 2.2 Cleaning of box culvert across the track including earth channel on both side of the track (entrance and exit sides).
- 2.3 Cleaning of track drain as per SoQ.
- 2.4 Contractor to maintain natural slope of the track drain at all time to allow smooth flow of water.
- 2.5 All debris and material (spoils) removed to be dumped at location indicated by Technical officer.

3. Duration of contract.

- 3.1 The planned duration of the contract is **4 Weeks** and Transnet Freight Rail reserves the right to cancel the contract at any time if the standard of workmanship and accuracy as per the specification is not met or adhered to.

4. Site meetings.



4.1 The contractor shall attend all site meetings convened by the Technical Officer. Such meetings shall be for the purpose of discussing progress, delays, materials, specification etc.

5. Safety.

5.1 Transnet Freight Rail is the organisation that strictly complies with safety.

5.2 For the purpose of this contract safety file is required and to be on site at all time.

5.3 Personal protective equipment required: **(Reflective vest, Safety boots, Dust mask and first aid box kid to be on site at all time)**

6. Responsibility of Transnet Freight Rail

6.1 Arrangement with landowners and statutory authorities regarding access and other statutory requirements

6.2 Liaise with electrical to provide electrical induction including track safety induction for the team that would be working on site.

6.3 The project will run between train therefore strict care will be given to moving trains.

6.4 Inspect the works after being finished

7. Responsibility of the Contractor

7.1 The contractor will provide all labour and all plant required for the completion of the works.

7.2 The property adjacent to the Transnet Freight Rail reserve may not be entered without prior permission from the Technical officer.

7.3 All arrangements regarding water and sanitation requirements for the duration of the contract are upon contractor to arrange.

7.4 The Contractor must make his own arrangement for accommodation of his staff, only accommodation of night watchmen will be allowed on site.

7.5 Where services are encountered below the surface during the course of the excavation, such should be communicated to the relevant Transnet Freight Rail representative or to the Project Manager.

The contractor shall take all reasonable measures to ensure that careless damage to services and other property is avoided, failure of which the replacement or repair therefore will be to the contractor's account.

7.6 Prior approval of the Project Manager to be sought before destroying or disturbing any part of the environment for stockpile, spoil or for any other purpose.

7.7 For payment purposes, the onus shall lie with the contractor to ensure that all quantities are measured and agreed with the Project Manager or any such person that may be delegated by the Project Manager.



7.8 The contractor must safeguard the surrounding, adhere to PPE (Personal Protective Equipment), to have first aid box kit on site at all time and supply the neat and tidy completed area.

8. Penalties.

8.1 A penalty of R 250 per day will apply for the late completion of the contract if no prior permission or arrangement were made with Technical officer.

9. Payment Certificate.

9.1 Payment certificate will be compiled once the work has been inspected and signed-off and the payment method will be a once off payment.

10. Site Instruction Book and Diary.

10.1 Transnet Freight Rail will provide the contractor with the site instruction book and diary, A4 size.

11. Defects Liability Period.

11.1 Defects liability period of **6 Months** will apply to this contract.

12. Annexure

12.1 See the attachments.

13. SCHEDULE OF QUANTITIES AND PRICING

Item	Description	Unit	Qty	Rate	Total
1	Site Establishment				
1.1	Establishment	Sum	1		
1.2	De-establishment	Sum	1		
2	Earthworks				
2.1	Cleaning of earth channel by the on both side of track: (6 m wide x 0.3 m depth x 20 m L) + (8 m x 0.3 m depth x 30 m L)	m ³	108		

Respondent's Signature

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Date and Company Stamp

2.2	Cleaning of box culvert: (2 m Wide x 1 m H) and 15 m long.	No.	1		
2.3	Removal of old concrete scrap sleeper	No.	15		
2.4	Cleaning of track drain: (750 m Lx 0.3 m depth x 1.5 m wide)	m ³	338		

14. SUMMARY OF SCHEDULE OF QUANTITIES

Item	Description	Amount
1	Site Establishment	
2	Earthworks	
	Sub Total	
	VAT 14%	
	Total	



SECTION 3

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

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 prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (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 supply of 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 favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of as and when required 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 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

Respondent's Signature

Date and Company Stamp



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

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

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

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

Respondent's Signature

Date and Company Stamp



REGISTRATION CERTIFICATE

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

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

Respondent’s Signature

Date and Company Stamp



Indicate nature of relationship (if any):

(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)

RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) – Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
General Tender Conditions, Form CSS5 – Section 6	√
Conditions of Contract, Form US7 – Section 7	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Non-Disclosure Agreement – Section 8	√
Supplier Code of Conduct – Section 9	√
Supplier Declaration Form – Section 10	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and Annexure A, 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 Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2010.

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 – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

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

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondent's Signature

Date and Company Stamp



SECTION 5

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

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

SIGNED at _____ on this _____ day of _____ 2010

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

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 Services to be rendered in terms of this RFQ on2010.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 7

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto

Respondent's Signature

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Date and Company Stamp



SECTION 8

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in Clause 24 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, a copy of which is attached hereto.

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, except penalties for late deliveries, the exclusion of which may disqualify the RFQ, save where indicated otherwise by Transnet.”

Respondent's Signature

24

Date and Company Stamp



SECTION 9

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

NON-DISCLOSURE AGREEMENT ("NDA")

Complete and sign NDA attached hereto

Respondent's Signature

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Date and Company Stamp



SECTION 10

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

SUPPLIER CODE OF CONDUCT

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 11

RFQ NUMBER – CRAC- KGG - 6694

CLEANING OF TRACK DRAIN AND EARTH CHANNEL, INCLUDING CLEANING OF THE BOX CULVERT ACROSS THE TRACK AROUND CRESCENT - 117/10 TO 118/15 KILOMETERS FOR KRUGERSDORP INFRASTRUCTURE DEPOT

SUPPLIER DECLARATION FORM

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp