



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

**RFQ NUMBER – RFQ: CRAC-KGG-8693**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

**ISSUE DATE:** 24 MAY 2012  
**CLOSING DATE:** 5 JUNE 2012 (10H00)  
**OPTION DATE:** 31 AUGUST 2012  
**BRIEFING SESSION:** 1 JUNE 2012  
**VENUE:** ANKER BOARDROOM, MILLSITE,  
KRUGERSDORP  
**TIME:** 10H00

**FOR DIRECTIONS / SITE CONTACT: RONALD KALIMASHE: (011) 950-1238 or  
CELL: 083 574 6766**

**TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION  
COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD,  
PARKTOWN, AND JOHANNESBURG.**

**TENDER ENVELOPE TO BE MARKED AS FOLLOWS:  
RFQ NUMBER: RFQ: CRAC-KGG-8693**

**DESCRIPTION: PROVISION OF THE CLEANING OF CULVERTS BETWEEN  
VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR  
KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS**

Respondent's Signature

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Date and Company Stamp



**RFQ NUMBER – RFQ: CRAC-KGG-8693**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

**SCHEDULE OF DOCUMENTS**

**Section**

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

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Respondent's Signature

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Date and Company Stamp



SECTION 1

**RFQ NUMBER – RFQ: CRAC-KGG-8693**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

**NOTICE TO BIDDERS**

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after **Thursday, 24 June 2012** the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda House1, 21 Wellington Road, Parktown. **(During office hours 08h00 to 15h00)**

A non-refundable tender fee of R150.00 (inclusive of Vat) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

**NOTE:** This amount is not refundable.

A compulsory pre-Quotation site inspection will be conducted at Anker Boardroom, Millsite, Krugersdorp at 10H00 on 1 June 2012. **(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 site meeting and/or briefing session.

**The briefing session will start punctually at 10H00 and Respondents arriving late will not be accommodated.**

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

**NAME:** Lindi Makhubo  
**Tel:** (011) 584-0634  
**Email:** Lindi.Khambule@transnet.net

Quotations in duplicate must reach the Secretary, Transnet Freight rail, Acquisition Council, 21 Wellington Road, Parktown, Inyanda House 1, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

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Respondent's Signature

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Date and Company Stamp



**RFQ No : RFQ: CRAC-KGG-8693**

**Description : PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS**

**Closing date and time : 5 June 2012 (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, Transnet Acquisition Council, P.O Box 4244 Johannesburg 2000 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 21 Wellington Road Inyanda House No 1 Parktown, and should be addressed as follows:

**THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WILLINGTON 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.

**It should also be noted that the above tender box is located at 21 Wellington road Parktown 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 21 Wellington road Inyanda House no 1 Parktown and a signature obtained from that Office.

**THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WILLINGTON ROAD  
PARKTOW**

**5. Please note that this RFQ closes punctually at 10:00 on Tuesday 5 June 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. 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.

## 12. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFQ responses. Transnet will 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 R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this threshold will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Consequently, when Transnet invites prospective suppliers to submit Quotations for its Services and services, it urges Respondents (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available who do their BBBEE ratings in accordance with the **latest Codes (i.e. those promulgated on 9 February 2007)**.

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

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

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



- Rating level based on all seven elements of the BBBEE scorecard
  - (b) **Qualifying Small Enterprises – QSE (i.e annual turnover >R5 million but <R35 million):**
    - Rating based on any four of the elements of the BBBEE scorecard
  - (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**
    - EMEs are exempted from BBBEE accreditation
    - Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
    - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
    - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%
- 12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that will 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-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ response to enable Transnet to evaluate / adjudicate all RFQs received on a fair basis.
- 12.3 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.
- Turnover :** Kindly indicate your company's annual turnover for the past year R.....
- If annual turnover <R5m, please attach audited financials.
  - If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

### 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 \_\_\_\_\_ or fax no. \_\_\_\_\_ 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.

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Respondent's Signature

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Date and Company Stamp



- (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.**

- 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.

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Respondent's Signature

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Date and Company Stamp



**17. 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**

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

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





## SECTION 2

### RFQ NUMBER – RFQ: CRAC-KGG-8693

#### PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS

#### SPECIFICATION FOR THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT

##### 1. Scope of work

The works to be executed under this Contract consists of the following:

- Clearing and preparation of site for the actual work,
- No work is to be done on top of the culvert or pipe next to the railway line,
- The property adjacent to the Transnet Freight Rail reserve may not be entered without prior permission from the technical officer,
- Culverts or pipes to be cleaned in such a way as to permit the free-flow of water through the culvert to its maximum capacity, Water must not be able to dam in the culvert or pipe
- The soil removed from the culvert and ditch must not be dumped in heaps, but must worked flat.
- All chopped down vegetation must be removed from the cleaned area and packed in a suitable position next to the fence and tramped flat.
- The culverts or pipes are not all built to the same standard the Technical officer may give additional instructions owing to unique circumstances.
- The height of the vegetation varies from 0.1 m to 0.3 m.
- The hand methods must be used for cleaning of all debris in culverts and pipes incl. cutting of vegetations at phases of inlet and outlet.
- The TLB will be required on the culverts that will be pointed out by the Technical Officer.
- Contractor to provide any necessary tools for cleaning.
- The cleaning of channels will include the removal of soil, rocks, and the trees within 5m from the wall of the channel.

##### 2. Location of the site

- The site is located between Veertienstrome-Pudimoe-Vryburg- Mafikeng in Northwest Province.



### 3. Duration of contract

- The duration of the contract is **2 Months** and Transnet Freight Rail reserves the right to cancel the contract if the standard of workmanship and accuracy as per the specification is not achieved.

### 4. Site meetings

- 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

- Transnet Freight Rail is the organisation that strictly complies with safety.
- For the purpose of this contract safety file is required before the commencement of work.
- The safety file should be submitted to the Technical Officer 2 days before starting the work.
- Personal protective equipment required: **(Reflective vest, Safety boots, Dust mask)**

### 6. Responsibility of Transnet Freight Rail

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

### 7. Responsibility of the Contractor

- The contractor will provide all labour and all plant required for the completion of the works.
- All arrangements regarding water and sanitation requirements for the duration of the contract are upon contractor to arrange.
- The Contractor must make his own arrangement for accommodation of his staff, only accommodation of night watchmen will be allowed on site.
- 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.
- 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.



- 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.
- 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**

- A penalty of R 250 per day will apply for the late completion of the contract but exception will be considered for the rainy days.

#### **9. Payment Certificate**

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

#### **10. Site Instruction Book and Diary**

- The contractor shall supply and have available on site a site diary at all times, an A4/A5 size triplicate carbon book with detachable sheets for recording everything happening on site.
- The contractor must also have site instruction book to receive and record all instruction from the Technical officer and or Transnet personnel.
- The contractor shall request the person concerned to write the instruction in the site instruction book, to sign it and to record his official designation.
- The instruction shall be countersigned by the Contractor or his agent.
- The original sheet of the site book will be removed by the Transnet Technical Officer and carbon copies retained to the Contractor.

#### **11. Defects Liability Period**

- Defects liability period will not apply on this contract.

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Respondent's Signature

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Date and Company Stamp



Schedule of Quantities

Item	Description	Unit	Qty	Rate	total
1.1	Site Overheads	item	1		
	<b>Total carried to the summary</b>				
2.1	<b>Inlet and Outlet (Veertienstrome to Mafikeng)</b> Cleaning of inlet and outlet phases by removal and disposing of soil, rocks and vegetation to allow free flow of water 5m x5m both side of culvert. Dimensions- 50 m <sup>2</sup> x 240		12000		
2.2	<b>Box Culverts and Pipes(Veertienstrome to Mafikeng)</b> Removing, disposing of debris, all other foreign objects and cleaning inside the culverts / pipes so that the water can be able to flow freely on the culverts and pipes		240		
2.3	<b>Earthworks (Veertienstrome to Mafikeng)</b> Reinstate the channel between boundary fences and the culverts by cleaning the channels starting 2m in front of the culverts on either side of the railway line using TLB. Dimensions- 20 m <sup>2</sup> x 0.3m x 240		1440		

Respondent's Signature

Date and Company Stamp



3	<b>Plant(Veertienstrome to Mafikeng)</b>				
3.1	Supply the TLB for the cleaning of channels		40		

Summary of the Schedule of Quantities

Item	Description	Amount
1.1	Site Overheads	R
2.1	Inlet and Outlet	R
2.2	Box Culverts and Pipes	R
2.3	Earthworks	R
3.1	Plant	R

Sub Total	R
VAT 14%	R
Total	R

Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER – RFQ: CRAC-KGG-8693

PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS

REQUISITION FOR QUOTATION

MESSRS: .....  
.....  
.....  
.....

SUPPLY CHAIN SERVICES  
Contact: Lindi Khambule  
Tel: 011 584 0634

Tel (011)  
Fax (011)

ISSUE DATE 24-05-2012

CLOSING DATE 05-06-2012 (10h00)

<b>Prices in South African currency, including all costs.</b>			
<b>Direct to consignees</b>			
ITEM NO:	DESCRIPTION	QTY	Price per month
	PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS		
	<b>Please Quote As per Specification above</b>		
3. Direct delivered to:	KRUGERSDORP		
4. Contact person:	Lindi Khambule 011 584-0634		

5.COMPULSARY DOCUMENTS

Respondent's Signature

Date and Company Stamp



**NOTE**

**5.1. Return of tender documents**

The tender documents must be submitted on the closing date in **duplicate** and failure to do so will automatically disqualify your offer.

**5.2. The following documents are compulsory, and they must be attached to the tender document**

If **Not** your tender will not be considered.

- a) Tax Clearance Certificate
- b) Supplier Declaration Form
- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card

**6. FRAUD HOTLINE**

**Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-**

**Hotline telephone: 0800 003 056**

**Email: [transnet@tip-offs.com](mailto:transnet@tip-offs.com)**

**Fax: 0800 007 788**

**All information received will be treated with the utmost confidentiality**

**EVALUATION CRITERIA AND WEIGHTS**

<b>CRITERIA</b>	<b>WEIGHT</b>
<b>Category: Commercial (Scoring Matrix)</b>	<b>40%</b>
• Competitive pricing	
<b>Category: Technical/Practical (Score Matrix)</b>	<b>50%</b>
• Compliance to specification	
<b>Category: B-BBEE (Scoring Matrix)</b>	<b>10%</b>
• B-BBEE certificate and scorecard	
<b>TOTAL</b>	<b>100%</b>



**SECTION 4**

**RFQ NUMBER – RFQ: CRAC-KGG-8693**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

**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;-

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

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

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





Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/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 12 Months 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:

This RFQ is valid until 11/05/2010 (State alternative validity period/date).

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

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\_\_\_\_\_  
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

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

**REGISTRATION CERTIFICATE**

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

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



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

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

If YES, please indicate below:

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

ADDRESS

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Respondent's Signature

Date and Company Stamp



Indicate nature of relationship (if any):

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

**RETURNABLE DOCUMENTS**

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

<b>Notice to Bidders – Section 1</b>	√
<b>Background overview – Section 2</b>	√
<b>Quotation Form – Section 3</b>	√
<b>Resolution of Board of Directors (Respondent’s Representative) – Section 4</b>	√
<b>Certificate of Acquaintance with RFQ Documents – Section 5</b>	√
<b>Pricing &amp; Delivery Schedule – Section 6</b>	√
<b>General Tender Conditions, Form CSS5 – Section 7</b>	√
<b>Conditions of Contract, Form US7 – Section 8</b>	√
<b>Valid Tax Clearance Certificate</b>	√
<b>VAT Registration Certificate</b>	√
<b>BBBEE Accreditation Certificate</b>	√
<b>Certificate of attendance of Site Meeting / RFQ Briefing – Section 9</b>	√
<b>Specifications and Drawings – Section 10</b>	√
<b>Non-Disclosure Agreement – Section 11</b>	√

**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. 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.

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Respondent’s Signature

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Date and Company Stamp



SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 \_\_\_\_\_  
\_\_\_\_\_

1 \_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

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

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



**SECTION 5**

**RFQ NUMBER – RFQ: CRAC-KGG-8693**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS**

**SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS**

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

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

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

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

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

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

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

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



**SECTION 6**

**RFQ NUMBER – RFQ: CRAC-KGG-8693**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

**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 7**

**RFQ NUMBER – RFQ: CRAC-KGG-8693**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

**GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 attached hereto**

"Preview Copy Only"

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Respondent's Signature

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Date and Company Stamp





## SECTION 8

RFQ NUMBER – RFQ: CRAC-KGG-8693

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

**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.”*

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Respondent's Signature

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Date and Company Stamp



SECTION 9

RFQ NUMBER – RFQ: CRAC-KGG-8693

PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS

8. RFQ SITE MEETING:

A **COMPULSORY** information meeting will be held at the following venue:

VENUE: ANKER BOARDROOM, MILLSITE, KRUGERSDORP AT 10HOO ON 1 JUNE 2012..

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact people on sites: **RONALD KALIMASHE: (011) 950-1238 or CELL: 083 574 6766**

8.1. ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE :.....

**VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

**SIGNATURE OF TENDERER:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## SECTION 10

RFQ NUMBER – RFQ:

### PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME- PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS

#### NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the ..... day of ..... 2011

#### BETWEEN:

- (1) **Transnet Limited** (“Transnet”) (Registration Number 1990/000900/06) whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] (“the Company”) (Registration Number .....) whose registered office is at [.....]

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

#### IT IS HEREBY AGREED

##### 1. Interpretation

###### 1.1 In this Agreement:-

“**Agents**” means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

“**Confidential Information**” means Information relating to one party (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the “Receiving Party”) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

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Respondent's Signature

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Date and Company Stamp



- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“**Group**” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“**Information**” means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;

“**Proposal**” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

## 2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
  - (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.



- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.
3. Records and return of Information
- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
  - (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

#### **4. Announcements**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.



**5. Duration**

The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

**6. Principal**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

**7. Representations**

7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.

7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

**8. Adequacy of damages**

8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

**9. Data Protection**

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

**10. General**

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Respondent's Signature

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Date and Company Stamp



- 10.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 10.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 10.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

This Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**TRANSNET LIMITED:**

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**[Insert company name]:**

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## SECTION 11

RFQ NUMBER – RFQ:

### PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A PERIOD OF TWO MONTHS

## Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

#### **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

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Respondent's Signature

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Date and Company Stamp





**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

- d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity	Public			Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes			No			

Respondent's Signature

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Date and Company Stamp



Main Product Or Service Supplied (E.G.: Stationery/Consulting)	
--	--

**BEE Ownership Details**

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

Transnet Contact Person	
Contact number	
Transnet operating division	

**Duly Authorised To Sign For And On Behalf Of Firm / Organisation**

Name		Designation	
Signature		Date	

**Stamp And Signature Of Commissioner Of Oath**

Name		Date	
Signature		Telephone No.	

**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

**2. VENDOR TYPE OF BUSINESS**

*(Please tick as applicable)*

**(\* - Minimum requirements)**

**2.1 Indicate the business sector in which your company is involved/operating:**

Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			

Respondent's Signature

Date and Company Stamp



Types of Services Provided	
Since when has the firm been in business?	

2.2 What is your company's annual turnover (excluding VAT)? *									
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *		

### 3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (\* - Minimum requirements)

3.1 Did the firm previously operate under another name? *	
YES	NO

3.2 If Yes state its previous name:*	
Registered Name	
Trading Name	

3.3 Who were its previous owners / partners / directors?*	
SURNAME & INITIALS	ID NUMBERS

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
SURNAME	IDENTITY	CITI-	DIS -	GENDER	DATE OF	%	%

Respondent's Signature

Date and Company Stamp



& INITIALS	NUMBER	ZENSHIP	HDI	ABLED		OWNERSHIP	OWNED	VOTING

**3.5 List details of current directors, officers, chairman, secretary etc. of the firm: \***

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS – ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

**3.6 List details of firms personnel who have an ownership interest in another firm: \***

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

**4. VENDOR DETAIL**

*(Please tick as applicable)* (\* - Minimum requirements)

**4.1 How many personnel does the firm employ? \***

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**4.1.1 In terms of above kindly provide numbers on women and disabled personnel? \***

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

Respondent's Signature

Date and Company Stamp



<b>4.2</b>	<b>Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *</b>		
	<b>SURNAME</b>	<b>INITIALS</b>	<b>DESIGNATION</b>
			<b>TELEPHONE NO.</b>

<b>4.2.1</b>	<b>Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost &gt; 25% of total revenue)?</b>		
<b>YES</b>		<b>NO</b>	

<b>4.2.2</b>	<b>Is your company a recipient of Enterprise Development Contributions?*</b>		
<b>YES</b>		<b>NO</b>	

<b>4.2.3</b>	<b>May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *</b>		
<b>YES</b>		<b>NO</b>	

<b>4.2.4</b>	<b>If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *</b>		
<b>YES</b>		<b>NO</b>	

<b>4.2.5</b>	<b>If yes (above) kindly provide the following information:</b>					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Permanent</b>						
<b>Part Time</b>						

<b>4.2.6</b>	<b>In terms of above kindly provide numbers on woman and disabled personnel:</b>					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Women</b>						
<b>Disabled</b>						

<b>4.2.7</b>	<b>Are any of your members/shareholders/directors ex employees of Transnet?</b>		
<b>YES</b>		<b>NO</b>	

<b>4.2.8</b>	<b>Are any of your family members employees of Transnet?</b>		
<b>YES</b>		<b>NO</b>	

<b>4.2.9</b>	<b>If Yes to points 4.2.7 &amp; 4.2.8, list details of employees/ex-employees</b>				
<b>SURNAME &amp; INITIALS</b>	<b>IDENTITY NUMBER</b>	<b>NAME &amp; ADDRESS OF OTHER FIRM</b>	<b>TITLE IN OTHER FIRM</b>	<b>% OWNED</b>	<b>TYPE OF BUSINESS OF OTHER FIRM</b>

Respondent's Signature

Date and Company Stamp




Internal Transnet Departmental Questionnaire (for office use only)

**Section 1: To be completed by the Transnet Requesting / Sourcing Department**

TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unblock		Once-Off / Emergency			
Extend		Delet		Undel							

Supplier's trading name			
Supplier's registered			
Please indicate if the Supplier has a contract with sourcing Transnet OD	Yes		No
If yes please submit a copy of the letter of award			

**a) What is being procured from the supplier?**

i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
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**c) If your reply to (b) is "NO", please furnish**

**d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :**

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date				Signature			
		Y	Y	Y	Y	M	M	D	D

Respondent's Signature

Date and Company Stamp



<b>Tel No:</b>		<b>Fax</b>	
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**Section 2: To be completed by the BEE Department** (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBEE)										
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE						
Name				Grade		Date			Signature					
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	

"Preview Copy Only"

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

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



**SECTION 12**

**RFQ NUMBER – RFQ:**

**PROVISION OF THE CLEANING OF CULVERTS BETWEEN VEERTIENSTROME-  
PUDIMOE-VRYBURG – MAFIKENG RAILWAY LINE FOR KRUGERSDORP DEPOT FOR A  
PERIOD OF TWO MONTHS**

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Respondent's Signature

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Date and Company Stamp



TRANSNET



delivering on our commitment to you

# Suppliers Code of Conduct



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

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



"Preview Copy Only"

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Respondent's Signature

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Date and Company Stamp



## Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution- the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

**Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.





- » Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to free and competitive enterprises.**

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.





These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- 
- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
  - >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.

Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

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



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"Preview Copy Only"

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Respondent's Signature

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Date and Company Stamp