



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

ISSUE DATE : 05 October 2010
CLOSING DATE : 19 October 2010
CLOSING TIME : 10H00
OPTION DATE : 31 December 2010

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

Respondents Signature

Date & Company Stamp



RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

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. **Schedule Crossings, quantities and rates**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Certificate of Attendance of Information Briefing Session**
10. **Schedule of Plant**
11. **Minimum Communal Health Requirements (E4B)**
12. **Safety Arrangements and Procedural Compliance (E4E)**
13. **Specification For Works On, Over, Under Or Adjacent to Railway Lines
Near High Voltage Equipment**
14. **Suppliers Code of Conduct**
15. **Non-Disclosure Agreement**
16. **Drawings ~ Top 5 Level crossings**
17. **Short-term roadworks guideline**
18. **Road Markings**
19. **Road Warning Signs**
20. **Sign Placement**
21. **Drawing KDS01 Sheet 1- 3 Typical Speed hump and Road Marking detail**

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SECTION 1

RFQ NUMBER KDS80E1968 – 6748

FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA) KOEDOESPOORT

NOTICE TO BIDDERS

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

On or after 5 October 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of R200,00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; KDS80E1968-6748 and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on 12 October 2010.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Boardroom, Station Building, Beyers Naude street, Rustenburg on the 13th October 2010, at 10h00.
 - Respondents failing to attend the compulsory information briefing session will be disqualified.
 - Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
 - Respondents to provide own transportation

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 Freight Rail employee(s) may be contacted by email only:

Name	:	Yvonne Scannell
Division	:	Transnet Freight Rail, (SCS) Procurement
Email	:	Yvonne.scannell@transnet.net

3. Quotations **in DUPLICATE** must reach The Secretary, Transnet Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Respondents Signature

Date & Company Stamp



RFQ No	: KDS80E1968 – 6748
Description	: For the construction of Speed Calming measures at top 5 emergency level crossings under the Jurisdiction of the Depot Engineer (Infra) Koedoespoort
Closing date and time	: 19 October 2010 at 10h00
Closing address	: (refer options paragraph 4 below)

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1** If posted, the envelope must be addressed to The Secretary, Transnet Freight Rail Acquisition Council, and 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 Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

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

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

Respondents Signature

Date & Company Stamp



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

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 19 October 2010.
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 RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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

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

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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 (the South African National Accreditation Systems, under the auspices of the DTI).

In terms of Government Gazette No 32094, Notice No 354 dated 23 March 2009, as from 1 August 2009 only BBBEE Accreditation Certificates issued by SANSAS approved verification agencies will be valid.

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

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

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

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

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

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover between R5 million and 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 <R5 million are exempted from being rated or verified):**

- Automatic rating of Level 4 rating, 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% (to be renewed annually from their Auditors / Accounting Officers)

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFPs the percentage, of the total contract value that 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 subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

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

Turnover: Indicate your company's most recent annual turnover:
R.....

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

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

- Their BBEE 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' BBEE credentials.

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

DTI BBEE UNIQUE PROFILE NUMBER:
.....

12.6 Failure to submit your BBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBEE 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 (2) above, and may also at any time after the closing

Respondents Signature

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date of the RFQ, communicate with the Secretary of the TRANSNET Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

14. RFQ SCHEDULE

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

15. 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 latest BBBEE Certificate;
 - Respondent's valid Tax Clearance Certificate.

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- 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-RFQ 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.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

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

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

18. DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. In particular, please note that Transnet reserves the right to:

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

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.

"PREVIEW COPY ONLY"

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19. LEGAL REVIEW

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

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

Transnet urges its clients, suppliers and the general public to report any fraud or corruption on the part of Transnet's employees to
TIP-OFFS ANONYMOUS : 0800 003 056

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SECTION 2

RFQ NUMBER KDS80E1968 – 6748

FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA) KOEDOESPOORT

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. SCOPE OF WORK

PART A

A1.1 DESCRIPTION OF WORK

This contract addresses construction of speed calming measures at various sites. The works are required to be undertaken in accordance with the specification. The Works, described more specifically in Part B of this project specification, generally consists of the following:

- ◆ Construction of speed calming measures according to specification
- ◆ Supply and erection of road traffic signs as stipulated in the South African Road Traffic Signs Manual
- ◆ Painting of road markings as stipulated in the South African Road Traffic Signs Manual
- ◆ Controlling Traffic as stipulated in the South African Road Traffic Signs Manual – Short Term Works

A1.2. LOCATION OF SITE AND ACCESS

The sites reside under the Koedoespoort Depot jurisdiction, all located between Brits and Arthursview and Atlanta. Access to the worksites can be gained from municipal and provincial roads directly. A site access certificate will be issued to The Contractor.

A 1.3 DURATION OF CONTRACT

- The work has to start two weeks after being awarded the contract and has to be completed within (2) Two months (7days per level crossing). A detail program of works has to be submitted by The Contractor one week after the contract is awarded.
- The Contractor has to indicate in the tender the type and duration of occupations that need to be applied for and the time required to execute the work per work site.
- When, in the opinion of the Technical Officer, any part of the work done or items of material used, or equipment or machines installed or intended for use or installation is not in accordance with the requirements of the Contract, whether or not payment for such work, machines, equipment or material has been made, he may order the Contractor in writing to remove any such objectionable part, item or

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- component thereof, to replace it with acceptable material, machines or equipment, and to rectify or reconstruct the work without cost to Transnet.
- The work will not be accepted by Transnet as complete until all defects of every kind have been made good to the satisfaction of the Technical Officer.

A2. DEFINITIONS

For the purpose of this contract,

Project Manager: Means a person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the Contract according to the power and rights held by and obligations placed upon him in terms of the Contract.

Technical Officer: Means the person or juristic person appointed by Transnet from time to time as the Technical Officer, to administer the Contractor's performance and execution of the Work according to the powers and rights held by and obligations placed upon the Technical Officer in terms of the Contract.

SARTSM: Refer to the South African Road Traffic Sign Manual (Vol. 2, Chapter 7).

A3. CONSTRUCTION PROGRAM

The Contractor shall include with the tender document a preliminary program of construction. The program shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed. This program must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

The Municipality / Provincial Government has to stipulate if any phases of the contract needs road occupations, to enable the Contractor to start work in time. The Contractor has to then supply a detailed construction program, which ties in with the occupation dates after receiving the occupation dates.

A4. TRANSNET FREIGHT RAIL RESPONSIBILITIES

- ◆ It is the responsibilities of TFR to liaison with road owners such as municipality and Provincial Roads Authority regarding access and other statutory requirements. TFR will provide all the Roads Authorities requirements.
- ◆ TFR Technical Officer to liaison with the Roads Authorities to provide a representative for supervision of the road works for the duration of the project working together with the TFR Technical officer.

A5. CONTRACTORS RESPONSIBILITY

- ◆ The provision of all labour and the operation of all plant, equipment and material resources as per schedule of quantities to complete the works in accordance with the drawings, specifications and all contract requirements.
- ◆ The Contractor has to Control Traffic as stipulated in the South African Road Traffic Signs Manual – Short Term Works.(See part D Annexure B)
- ◆ The Contractor has to provide a Safety Plan with all safety certificates and operator certificates, which should be available on site at all times.
- ◆ The Contractor has to provide two flagmen for road traffic control with valid competency certificates for the duration of the contract.

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- ◆ The Contractor has to provide a cell phone on site for communication with the Technical Officer.

A6. SITE BOOKS

The Contractor has to provide a triplicate site instruction book and a site diary, which must remain on the site for the duration of the project. The Contractor has to complete the daily diary and a detailed description of the work done has to be recorded on a daily basis. All instructions or communication regarding work to The Contractor will be done in writing by the Technical Officer in the site instruction book. Neither of these books may be removed from the site without the permission of the Project Manager or the Technical Officer on site.

A7. SITE MEETINGS

The Contractor has to attend all site meetings convened by the Project Manager or Technical Officer. The purpose of such meetings is to discuss progress, delays, materials, deviations from scope, safety related matters, conditions, specifications, etc. The meeting will be held under the chairmanship of the Project Manager or Technical Officer. Preferable days will be discussed and agreed with Contractor for the meetings. The frequency of these meetings will be discussed and agreed with the contractor. The following people have to attend such meetings: Project Manager, Technical Officer, and The Contractor's Project Manager or/and his Site Agent, other department's representatives and any other person whom shall be deemed necessary to attend such a meeting.

A8. PROTECTION OF, AND CONNECTION TO EXISTING SERVICES

The Municipality / Provisional Roads Authority will be responsible for locating and pointing out existing services to The Contractor. The Contractor will then take full responsibility for the protection of such services during construction. Should any service be damaged during the course of the works, the Project Manager will be notified immediately. The Contractor will be held responsible for damage to known existing services caused by or arising out of his/her operations and any repair will be done at his own expense. Damage to unknown services will be repaired as soon as possible and liability will be determined on site when such damage should occur.

A9. SITE FACILITIES

A9.1 Contractor's camp

The Contractor will make his own arrangements for suitable housing of his employees. No provision will be made for site establishment since this is a short contract thus camping by The Contractor on site is not necessary.

A10. MEASUREMENT AND PAYMENT CERTIFICATE

The units of measurement will be as indicated in the Schedule of Quantities against each activity. Payment will be calculated according to the actual items completed as per items in the Schedule of Quantities. The claim for payment to The Contractor will be set out on a typed form similar to the Schedule of Quantities. Payment to The Contractor shall be made on a monthly basis. The Contractor shall submit a payment claim at least by the 21st of each month, the Project Manager will verify items claimed against actual item completed and where necessary adjustment shall be made and payment carried out. A10 % retention will be imposed against each payment claimed by The Contractor according

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to Clause A.13.

A.11 PAYMENT FOR ITEMS UNDER GENERAL

A.11.1 Escalations

Time related obligations and general items will not be subjected to escalation and payment will be made on a monthly basis.

A.12 DEFECTS LIABILITY PERIOD

The defects liabilities period shall be 6 months after the completion certificate has been issued. The Completion Certificate will be issued once all clearing and finishing off on site has been completed.

A.13. RETENTION MONEY

The retention money for this project will be 10 % of the project cost, which will be paid after defect liability period of 6 months, has lapsed. The Contractor may be called upon to rectify any defect or sub-standard work before retention money is paid to him. No security amount will be provided by The Contractor.

A.14. PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the works during the contract period, or / and activities on critical path, calculated from the time of notification, penalties of **R 1 000.00 per day** shall apply in terms of the conventional Penalties Act of 1962 (as amended).

A.15. INDEMNITIES AND INSURANCE

The Contractor will take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.

Transnet Freight Rail will insure, in the joint names of Transnet Freight Rail and The Contractor, against all legal liabilities which may arise from the accidental death of, or injury to third party persons and/or accidental loss of, or damage to third party property in the course of The Contractor's execution of the work.

The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the contract.

The insurance to be provided will have a cross liabilities cover in respect that each party will be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them.

The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the Tender. The Contractor will likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of The Contractor.

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A.16. APPLICABLE SPECIFICATIONS

In so far as they apply and they are not inconsistent with the terms of this specification, the following specifications will form an integral part of this project. In case where these specifications and other extracts are contrary or inconsistent with this project specification, the project specification will rule over them. Where only extracts are supplied the whole document can be obtained from the Transnet Freight Rail representative (Project Manager / Technical Officer).

- A.16.1 E4B Minimum Communal Health Requirements in areas outside the jurisdiction of a local authority.
- A.16.2. E4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.
- A.16.3. E7/1 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

PART B

B1. GENERAL

- B.1.1 All facilities are to meet Statutory and Transnet Health requirements.
- B.1.2 Works to meet all Transnet Specifications including, but not limited to:
 - Specification E7/2: Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.
 - Specification S410: Standard Specification for Earthworks.

The following supporting specifications are applicable to this contract:

- SOUTH AFRICAN ROAD TRAFFIC SIGN MANUAL (SARTSM, Vol. 2, Chapter 7),
- PSA.1.3 General SABS 1200A General,
- PSA.1.4 Earthworks SABS 1200C Clearing of site,
- SABS 1200D Earthworks,
- SABS 1200MM Ancillary Roadworks

B2. SCOPE OF WORK

The scope of work addresses the technical specifications of construction of speed calming measures, road repairs, erecting of traffic road signs and painting of road markings as per attached drawing (see Part D Annexure: A, B, C, and D).

Speed calming measures will be planted on both sides of the level crossings – Side 1 and Side 2 (see Part D Annexures: Annexure A).

Transnet reserves the right to adjudicate on full or part of the quantities of the level crossings.

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SPEED HUMPS

PREPARATIONS- (Days prior construction)

- Setting out of hump needs to be done two days before construction.
- All existing surface to be saw-cut one day before construction.

CONSTRUCTION METHODOLOGY (On construction day)

- Remove 500 mm asphalt strips across road width (anchor blocks as on drawing KDS01).
- Start erecting road signs and paint warning road marking.
- Place continuously graded coarse asphalt with 4.5% bitumen in strips and compact with two passes without vibrator.
- Place templates - both sides of one lane at a time.
- Place continuously graded medium asphalt with 5.5% bitumen and rake until slightly higher than templates.
- Shape asphalt with straight edge (channel section 6m long).
- Remove templates and compact without vibrator (three passes).
- Measure profile and rectify if necessary.
- Final compaction with three to four passes with vibrator.
- Place road studs.
- Paint speed hump the following day.

ROAD REPAIRS

Road repairs as and when required during construction. In liaison with the Technical Officer.

TRAFFIC SIGNS

- Only galvanised bolts and nuts should be used on W and R series (no uni-struts).
- All signs must be according to the SARTSM for 60km/h zone.
- All signs must have rounded edges.

ROADMARKINGS

- All road markings shall comply with the SARTSM (Annexure A).
- All new road markings should be in thermoplastic.

Painting specification:

Colour	Paint application rate (mm)	Premix bead application rate (%)	Initial coefficient of retro-reflective (minicandelas/lux/m ²)
White	1.2	35	200
Yellow	1.2	35	135

NOTE:

The Traffic Engineering and Operation section must always be consulted to assist with the setting out of speed humps.

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Rumble strips

- Rumble strips are to be installed as per drawing specification.
- All strips must be 100mm wide and spaced 100mm apart, for the width of the road.
- 7 strips will comprise one rumble section.
- 19.0mm stones should be used.

Accommodation of traffic

As per the instruction of the SARTSM – Short term works (Annexure B).

Position of Hump

As indicated on drawing specification (KDS 01) or as instructed by the Technical Officer.

B3. SAFETY

The Contractor is responsible for familiarizing himself and his employees with the content of Act 85 of 1993 as applicable on the type of the work being performed. The Contractor will conduct a daily safety talk with his personnel and all other people present on site. An attendance register and minutes of the meeting will be recorded and kept on the safety talk file or on the site diary daily.

The Contractor will supply all workers employed during this project with necessary Personal Protective Equipment applicable to the type of work being performed. No person either from Contractor, Transnet Freight Rail, general public, or any division of Transnet will be allowed on site without proper and appropriate Personal Protection Equipment. The Project Manager or Technical Officer will remove any personnel who would come to site without proper Personnel Protection Equipment. Asset Protection Service may be called upon to remove any person who fails to comply with site safety and protection requirements.

The making of fire for any purpose will not be permitted. The Contractor will be responsible for any damage to Transnet Freight Rail or adjacent private properties caused by fire emanating from his personnel making fire on the work site.

The contractor will be responsible for all safety aspects during construction; he/she will be responsible for traffic accommodation (during construction) and will provide all necessary road signs (See Part D Annexure B).

B4. MATERIALS

B4.1. Supply and Safekeeping

The Contractor will supply all material for the completion of the project. The Contractors will supply only quantities of material stipulated in the schedule of quantities for the completion of all works in this contract. All costs regarding the transportation, safekeeping as well as handling of the material up to the final installation, is to the account of The Contractor and are deemed to be included in the rates tendered. The Contractor will be liable for all material as soon as it has been delivered to him on site. It is therefore The Contractor's responsibility to ensure correct quantities and specification of materials on delivery and their safekeeping.

The Contractor will dispose all surplus and unsuitable material in spoil areas indicated by the Project

Respondents Signature

Date & Company Stamp



Manager or Technical Officer. He will be responsible for all arrangements necessary to get access to such spoil sites.

B4.2 Spoil material

Spoil material, to be removed and dumped at a specified dumping site. No spoil material will be left laid around the site.

B5. PLANT AND EQUIPMENT

The Contractor must provide his own plant and all other equipment or instruments needed for the execution of this project. The Contractor is responsible for the storage and safekeeping of their equipment. Transnet Freight Rail will accept no responsibility of any damage due to theft, fire, or any other event.

B6. QUALITY CONTROL

The Contractor will be solely responsible for the production of work that complies with Specifications to the satisfaction of the Project Manager. To this end it will be the responsibility of The Contractor to undertake appropriate quality control and quality assurance measures on site.

The Contractor will be responsible for taking levels needed for indicating the compliance of the humps as per the side elevation (drawing KDS01) after construction. Any work that does not conform to the relevant specifications will be rejected and recorded in the site instruction book.

The Contractor will at his own costs repair the rejected work to the satisfaction of the Project Manager or Technical Officer, and only on approval will payment be made. The re-construction work rejected due to non-conformity does not warrant an extension of time. Should The Contractor fail to meet his deadline, he will be liable for penalties according to Clause A. 14 of this specification.

B7. DAY WORKS

When day work is requested by the Project Manager, payment will be based on the same rates as those contained in the Schedule of Quantities, Labour Rates Form or by application of Variation Order (VO). Records must be verified by the Project Manager during the execution of the day work.

B8. ACCESS TO WORK SITE

Transnet Freight Rail will issue a site access certificate to The Contractor before commencement of the contract period.

A compulsory safety induction will also be arranged by the Technical Officer and all personnel of The Contractor have to attend this induction, The Roads authority representative will be present to conduct on their behalf.

B9. FINISHING OFF AND CLEARING OF SITE

After completion of the works The Contractor is responsible for finishing off and clearing up of site. The work entails clearing of all obvious signs of construction activities, such as building equipment, excess

Respondents Signature

Date & Company Stamp



material, refuse and temporary works to the satisfaction of the Project Manager or Technical Officer.

B10. ADVERSE WEATHER CONDITIONS

During the execution of works, the Project Manager or Technical Officer will certify a day lost due to abnormal rainfall and adverse weather conditions only. If no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction program, the program may be revised to recover the lost days.

2. GENERAL INFORMATION

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

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

3. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES	
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NO	
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4. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

Respondents Signature

Date & Company Stamp



- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

YES	
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NO	
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5. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

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

Accepted:

YES	
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NO	
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If “yes”, please specify.

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

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 Respondents Signature

 Date & Company Stamp



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6. RISK

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

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

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

Respondents Signature

Date & Company Stamp



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

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(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 23 above)

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7. REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

 Respondents Signature

 Date & Company Stamp



8. EVALUATION CRITERIA

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet’s business
- Compliance – Completeness of your responses and content of the Quotation will be considered
- Previous performance/Track record/Experience
- BBBEE status of company
- Plant/Equipment available
- Satisfactory proof of calibration certificates

9. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be cause by or arise out of the service.

10. INDEMNITY CLAUSE:

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

 Respondents Signature

 Date & Company Stamp



SECTION 3

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

QUOTATION FORM

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

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

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

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and

Respondents Signature

Date & Company Stamp



- (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.

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

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

I/We accept that any contract resulting from this offer will be for a period of two (2) years only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

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

Respondents Signature

Date & Company Stamp



VALIDITY PERIOD

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

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

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

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

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.

Respondents Signature

Date & Company Stamp



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

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REGISTRATION CERTIFICATE

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

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

 Respondents Signature

 Date & Company Stamp



DISCLOSURE OF PRICES TENDERED

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

YES	
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NO	
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DECLARATION

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

YES	
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NO	
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If YES, please indicate below:

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

ADDRESS

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)

PRICE REVIEW

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

Respondents Signature

Date & Company Stamp



RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

- 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
- Schedule of Rates - Section 6
- General Tender Conditions - Form CSS5 – Section 7
- Conditions of Contract - Form US7 – Section 8
- Certificate of attendance of Information Briefing – Section 9
- Schedule of Plant and Equipment – Section 10
- E4B – Minimum Health Requirements – Section 11
- E4E – Safety arrangements and Procedural compliance – Section 12
- Specification For Works on, Over, Under Or Adjacent to Railway Lines near High Voltage Equipment – Section 13
- Supplier code of conducts – Section 14
- Non-Disclosure Agreement – Section 15
- Drawing ~ Top 5 Level crossings – Section 16
- Short term roadworks guideline – Section 17
- Road Markings – Section 18
- Road Warning Signs – Section 19
- Sign Placement – Section 20
- Drawing KDS01 Sheet 1-3 Typical Speed hump – Section 21
- Transnet Supplier Declaration/Application
- Copy of cancelled cheque or letter from the bank verifying banking details (with bank statement)
- Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
- Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
- Certified Copy of Share Certificates of Shareholders, CK1
- A Letter with the company's letterhead confirming physical and postal addresses
- Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
- A Signed letter from the Auditor/Accountant confirming most recent annual turnover percentage black ownership in the company AND/OR BBBEE certificate and credit scorecard from an accredited rating agency (ABVA Member)
- Calibration certificate
- Letter of Good Standing with the Compensation Commissioner

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondents Signature

Date & 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 recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED a _____ this _____ day of _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondents Signature

Date & Company Stamp



SECTION 4

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

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 RFQs, Quotations and/or Contracts for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondents Signature

Date & Company Stamp



SECTION 5

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

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

SIGNED at _____ on this _____ day of _____ 2010.

WITNESS : _____

SIGNATURE OF RESPONDENT

Respondents Signature

Date & Company Stamp



SECTION 6

RFQ NUMBER KDS80E1968 – 6748

FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA) KOEDOESPOORT

SCHEDULE OF CROSSINGS AND QUANTITIES

1. Rustenburg at km. 111.328,
2. Rustenburg at km. 114,265,
3. Phokeng at km. 122.883,
4. Arthursview at km. 176.435,
5. Atlanta at km. 11.121,

SCHEDULE OF RATES

High Risk Level Crossings (TOP 5)

Identified Level crossings.

Pendoring - Atlanta (LO23)

Km 11.121 @ Atlanta

SIDE 1								
1. SIGNAGES	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE-MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200mm)			30m		No.	1		
W318 (1200mm)		X			No.	1		

Respondents Signature

Date & Company Stamp



2. ROAD MARKINGS							
RTM1 (STOP LINE)	6.5m			Repaint			
GM7 (STOP)	8.5m			Repaint			
WM1 (X)				Repaint			
3. ROAD UPGRADE							
1xSpeed Hump			3m	Paint	m ³	3.2	
6xRUMBLE STRIPS (7Strips)			Refer to drawing		m ²	19	
Road Repairs(as and when)					m ²		

SIDE 2								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE-MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200mm)			30m		No.	1		
W318 (1200mm)		X			No.	1		
2. ROAD MARKINGS								
RTM1 (STOP LINE)	6.5m			Repaint				
GM7 (STOP)	8.5m			Repaint				
WM1 (X)				Repaint				
3. ROAD UPGRADE								
1xSpeed Hump			3m	Paint	m ³	3.2		
6xRUMBLE STRIPS (7Strips)			Refer to drawing		m ²	19		
Road Repairs(as and when)					m ²			

Rustenburg - Thabazimbi (LO26)

Km 111.328 @ Rustenburg

SIDE 1								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE-MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200mm)			30m		No.	1		

Respondents Signature

Date & Company Stamp



2. ROAD MARKINGS								
RTM1 (STOP LINE)	6.5m				Repaint			
GM7 (STOP)	8.5m				Repaint			
SPEED HUMP MARKINGS					Repaint			
3. ROAD UPGRADE								
8xRUMBLE STRIPS (7Strips)			Refer to drawing		m ²		54	
Road Repairs(as and when)					m ²			

SIDE 2								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE- MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
2. SIGNAGES								
RTM1 (STOP LINE)	4.5m			Paint				
3. ROAD UPGRADE								
1xRUMBLE STRIPS (4m area)			Refer to drawing		m ²	12		
Road Repairs(as and when)					m ²			

Rustenburg - Thabazimbi (LO26)

Km 114.265 @ Rustenburg

SIDE 1								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE- MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200 mm)			30m		No.	1		
W318 (1200mm)		X			No.	1		
TYPE WD (W318+W205 Combination)			60m		No.	1		
2. ROAD MARKINGS								
RTM1 (STOP LINE)	6.5m			Repaint				
GM7 (STOP)	8.5m			Repaint				
3. ROAD UPGRADE								
1xSpeed Hump			3m	Paint	m ³	4.7		

Respondents Signature

Date & Company Stamp



3xRUMBLE STRIPS (8m area and 2x7Strips)			Refer to drawing		m ²	27		
Road Repairs(as and when)					m ²			

SIDE 2								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE- MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200mm)			5m		No.	1		
2. ROAD MARKINGS								
RTM1 (STOP LINE)	6.5m			Repaint				
GM7 (STOP)	8.5m			Repaint				
3. ROAD UPGRADE								
1xSpeed Hump			3m	Paint	m ³	4.7		
3xRUMBLE STRIPS (8m area)			Refer to drawing		m ²	27		
Road Repairs(as and when)					m ²			

Rustenburg - Thabazimbi (LO26)

Km 122.883 @ Phokeng

SIDE 1								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE- MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200mm)			30m		No.	1		
W302 (1200mm)			250m		No.	1		
W302 (1200mm)			500m		No.	1		
2. ROAD MARKINGS								
RTM1 (STOP LINE)	6.5m			Repaint				
GM7 (STOP)	8.5m			Repaint				

Respondents Signature

Date & Company Stamp



WM1				Repaint				
2x GM7 (STOP)				Repaint				
2x ARROW				Repaint				
3. ROAD UPGRADE								
1xSpeed Hump			3m	Paint	m ³	1		
5xRUMBLE STRIPS (7Strips)			Refer to drawing		m ²	11		
Road Repairs(as and when)					m ²			

SIDE 2								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE- MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200mm)			30m		No.	1		
W302 (1200mm)			250m		No.	1		
W302 (1200mm)			500m		No.	1		
2. ROAD MARKINGS								
RTM1 (STOP LINE)	6.5m			Repaint				
GM7 (STOP)	8.5m			Repaint				
WM1				Repaint				
2x GM7 (STOP)				Repaint				
2x ARROW				Repaint				
3. ROAD UPGRADE								
1xSpeed Hump			3m	Paint	m ³	1		
5xRUMBLE STRIPS (7Strips)			Refer to drawing		m ²	11		
Road Repairs(as and when)					m ²			

Rustenburg - Thabazimbi (LO26)

Km 176.435 @ Arthursview

SIDE 1								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE- MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		

Respondents Signature

Date & Company Stamp



2xDanger plates			Both sides of Hump		No.	2	
W332 (1200mm)			30m		No.	1	
W302 (1200mm)			250m		No.	1	
2. ROAD MARKINGS							
RTM1 (STOP LINE)	6.5m				Repaint		
GM7 (STOP)	8.5m				Repaint		
GM7 (STOP)			210m		Paint		
3. ROAD UPGRADE							
1xSpeed Hump			3m		Paint	m ³	2.5
5xRUMBLE STRIPS (7Strips)			Refer to drawing			m ²	25
Road Repairs(as and when)						m ²	

SIDE 2								
	MOVE TO	REPLACE	INSTALL (NEW) AT	MARKINGS	UNIT OF MEASURE-MENT	QTY	RATE PER UNIT	TOTAL AMOUNT
1. SIGNAGES								
R1+W403	6.5m				No.	1		
2xDanger plates			Both sides of Hump		No.	2		
W332 (1200mm)			30m		No.	1		
W302 (1200mm)			150m		No.	1		
W302 (1200mm)			150m		No.	1		
TYPE WD (W318+W205 Combination)			60m		No.	1		
2. ROAD MARKINGS								
RTM1 (STOP LINE)	6.5m				Repaint			
GM7 (STOP)	8.5m				Repaint			
GM7 (STOP)			120m		Paint			
GM7 (STOP)			120m		Paint			
3. ROAD UPGRADE								
1xSpeed Hump			3m		Paint	m ³	2.5	
7xRUMBLE STRIPS (7Strips)			Refer to drawing			m ²	34	
Road Repairs(as and when)						m ²		

Respondents Signature

Date & Company Stamp



SECTION 7

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 8

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

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 19 of the General Tender Conditions (Section 7) which reads as follows:**

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), 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."

Respondents Signature

Date & Company Stamp



SECTION 9

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of
this RFQ on2010.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

Respondents Signature

Date & Company Stamp



SECTION 10

RFQ NUMBER KDS80E1968 – 6748

FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA) KOEDOESPOORT

SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) **Plant immediately available for work tendered for :**

(ii) **Plant on order and which will be available for work tendered for :**

(iii) **Plant to be acquired for the work tendered for :**

Respondents Signature

Date & Company Stamp



SECTION 11

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 12

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 13

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

**Specification For Works On, Over, Under Or Adjacent to Railway Lines near High Voltage
Equipment**

Refer to E7/1 attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 14

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 15

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 16

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Drawing ~ Top 5 Level crossings

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 17

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Short-term workroads guideline

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 18

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Road Markings

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 19

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Road Warning Signs

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 20

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Sign Placement

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 21

RFQ NUMBER KDS80E1968 – 6748

**FOR THE CONSTRUCTION OF SPEED CALMING MEASURES AT TOP 5 EMERGENCY
LEVEL CROSSINGS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRA)
KOEDOESPOORT**

Drawing KDS01 Sheet1-3 Typical Speed hump and Road Marking detail

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp