



TRANSNET FREIGHT
an Operating Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMPBB161

**PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF
EMPANGENI, RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS**

ISSUE DATE : 29 September 2009
CLOSING DATE : 03 November 2009
CLOSING TIME : 10H00
OPTION DATE : 25 March 2010

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



RFQ NUMBER EMPBB161

**PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI,
RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS**

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. **Service Fees and Costs**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
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SECTION 1

RFQ NUMBER 161

PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI, RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS

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 29 September 2009 the RFQ documents may be inspected at, and are obtainable from the office of The Chairman, Transnet Freight Rail, Room 201-F, Malahle House, 4 Kiewiet Street, Empangeni, 3880 on payment of an amount R300.00 (VAT inclusive) (per set) to be made to Freight Rail at the Standard Bank, account number 203158598, branch code 4805, ref no. EMPBB161. **The official Bank receipt(s) franked with the official Bank stamp to be provided with on the collection of a tender document. This amount is not refundable.**

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

2. A **compulsory** Information briefing session will be conducted on the 06 October 2009, at the Transnet Freight Rail, Planning office, Big Board room, Empangeni Infra Maintenance Empangeni, 3880, at 9h00. Respondents failing to attend the compulsory briefing session and site visits will be disqualified.

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

The briefing session will start punctually at 9h00 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 : Barbara Bhengu
Division : Supply Chain Services
Phone No. : 035 906 7669
Email : Barbara.Bhengu@transnet.net



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

| | |
|--|--|
| RFQ No | : EMPBB 161 |
| Description | : Maintenance of fire fighting equipment in the area of Empangeni, Richards Bay and Vryheid |
| Closing date and time | : 03 November 2009 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 Chairman, Transnet Freight Rail Acquisition Council, P O Box 4244, Johannesburg, 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairman before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Ground Floor, Inyanda House, 21 Wellington road, Parktown, Johannesburg, and should be addressed as follows:

| |
|---|
| THE CHAIRMAN TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR, INYANDA HOUSE 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.

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

| |
|---|
| THE CHAIRMAN TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR, INYANDA HOUSE 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001 |
|---|



5. Please note that this RFQ closes punctually at 10:00 on Tuesday 03 November 2009.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFQ 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).

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 RFQs 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 RFQ response to enable Transnet to evaluate / adjudicate all RFQs received on a fair basis.

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

| |
|--|
| <p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p> |
|--|

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited 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 BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
 - Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

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

| |
|--|
| DTI BBBEE UNIQUE PROFILE NUMBER: |
|--|

- 12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

13 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which are appended hereto at Annexure A.

14 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 Chairman of the Transnet Freight Rail Acquisition Council, at telephone number 011 544 9486 or fax no. 011 774 9129/ 011 774 9186 on any matter relating to its RFQ response.

15 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.



16 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 Quotation:
 - Respondent’s latest audited financial statements;
 - Respondent’s valid Tax Clearance Certificate.

17 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.

18 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 work during this process.

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

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

19 DISCLAIMERS

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

- modify the RFQ’s Services and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein



- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ’s closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

20 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.....

PRIEVIEW COPY ONLY

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



SECTION 2

RFQ NUMBER EMPBB161

PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI, RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. **BACKGROUND**

Provision of maintenance of fire fighting equipment in the Empangeni, Richards Bay and Vryheid

2. **SCOPE OF REQUIREMENTS**

Provision of maintenance of fire fighting equipment in the Empangeni, Richards Bay and Vryheid

3. **GENERAL INFORMATION**

It is required that all Transnet operating divisions will be included in the scope of this Quotation.

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.

4. **EXCHANGE AND REMITTANCE**

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.



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

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

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

(d) (Applicable date of Exchange Rate used)

5. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

| | |
|-----|--|
| YES | |
|-----|--|

| | |
|----|--|
| NO | |
|----|--|

6. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.



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

Accepted:

| | |
|------------|-----------|
| YES | NO |
|------------|-----------|

7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

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

Accepted:

| | |
|------------|-----------|
| YES | NO |
|------------|-----------|

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.



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

.....
.....
.....

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

.....
.....
.....

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

.....
.....
.....

9. REFERENCES

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

| Name of Company | Contact Person | Telephone number |
|-----------------|----------------|------------------|
| | | |
| | | |
| | | |
| | | |

10. 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
- Financial capacity
- Tax compliance
- Compliance with list of returnable documents
- Contractor suitability
- Trained staff
- BBBEE status of company

11. SPECIAL CONDITIONS

- Supplier's premises and service vehicles to be SABS 1475 approved and to be in possession of the required SABS 1475 certificate (Copy to be supplied).
- The provider's service technicians shall be registered with the SAQCC. (Copies to be supplied).
- Supplier to have SANAS accreditation for hydro static pressure testing of carbon dioxide fire extinguishers (copy to be supplied)
- The provider shall not supply new equipment except if approved by Spoornet Fire Department.
- The provider shall provide the necessary service and maintenance records as required by SABS 1475 to Spoor net's fire department after each service.
- The provider's prices should be per service and not per part or item used in the service.
- The provider should not charge travelling costs. (i.e. to be included in price).
- The provider shall collect from and deliver equipment to the relevant Spoornet fire department.

SPECIAL CONDITIONS ~ CONTINUED

- The provider shall only carry out work under the direction and supervision of TFR 's Fire Officer. This Job card should be attached to every invoice that the contractor submits.
- The provider's personnel shall attend Spoornet high voltage and hazmat awareness training courses (at own cost)
- No charges other than those agreed upon in the contract will be payable.
- All extinguishers to be marked with the Transnet symbol.

12. SITE INSPECTION:

A site inspection, to examine the area where the tender items are installed, can be arranged with the following person:

**Technical: Mr Geophrey Mpanza Tel (035) 906 7378 or Cell 083 4639 002,
MS Philile Mahlase Tel 035 906 7110/ 083 500 8806
Commercial: Barbara Bhengu. Tel: 035 906 7669**



13. TRADE DISCOUNT:

_____ %

14. NEGOTIATIONS:

Transnet Limited reserves the right to negotiate prices and commercial aspects after the closing date of the tender.

Name

Designation

Tel No

Cell

Fax

15. ACTS TO COMPLY BY THE CONTRACTOR:

The contractor must comply with all the stipulations of the Occupational Health and Safety Act, 1993 (Act no.85 of 1993) As amended the Contractor by virtue of Section 37 (2) of the aforementioned act is considered an employer in his own right with liabilities as described in the aforementioned act and to ensure that all work performed or machinery or equipment is used in accordance with the conditions (Stipulations) of the said act with regard to all persons in his service other persons on the premises or on works performed by him under his control according to the act. The Contractor must comply with the stipulations of the Compensation of Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993). The company must comply with all labour acts, especially Basic Conditions of Employment Act, 1997.

16. COMPLIANCE WITH LEGISLATION:

Attention is particularly direct to the fact that the service and goods offered are to comply with the legislation and requirements as set out below and the responsibility to ensure that the legislation are strictly complied with shall be entirely at the Tenderer's cost.

- Provincial Ordinances and Local Authority By-laws and all relevant regulations framed there under.
- SABS 0105 Part 1, 1998 Part 11-1998 Code of Practice for the classification, use and routine maintenance of fire fighting appliances:
 - (a) Part I : Portable Fire Extinguishers
 - (b) Part II: Fire Hose Reels
- Specification SABS 1456 Part 1, 1989 for collapsible delivery hose for fire fighting purposes
- General requirements and methods of test.
- Comply with the Safety Rules of S.S.C.S, as adopted from time to time, a copy of which can be obtained from the Risk Manager.

Respondent's Signature

Date and Company Stamp



17. INDEMNITY CLAUSE:

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

18. DAMAGE TO TRANSNET LIMITED PROPERTY:

The successful tenderer 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 tenderer 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 caused by or arise out of the maintenance of the equipment.

19. DAMAGE OR THEFT:

Any damage caused to or theft of any part of any of the equipment in your possession will be for your account and in the event of theft, Transnet reserves the right to claim an amount from you which is equal to the value of the equipment handed to yourselves for maintenance.

20. PRICE BASIS :

(i) The Tenderer must state hereunder whether the price(s) quoted, is/are firm for the duration of any resulting contract

.....

If "NO" for what period are you prepared to hold the price(s) firm?
Prices must be firm for the first 12 months

.....

(ii) Tenderers are to note that tenders in which firm prices quoted for the duration of any resulting contract or order will receive precedence over prices, which are subject to adjustment.

(iii) If price(s) is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the Tenderer is specially directed to clause 32(1) of the standard terms and conditions of contract, form US7 (revised October 2005).

21. DELIVERED PRICES:

Tenderers are to offer prices on a delivered basis, which is to include all costs incurred to collect and deliver the equipment to the various destination points. Transnet will not be liable for any additional costs incurred by the Tenderer for collecting or delivering the equipment to the various destination points.



22. DELIVERY PERIOD:

- (a) Contract orders will be placed on the successful Tenderer from time to time as and when maintenance is required.
- (b) Transnet reserves the right to place contract orders until the last day of the contract for deliveries to be effected within the delivery period specified by you beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- (c) The Tenderer must indicate hereunder when delivery of the goods will be effected, calculated as from the receipt of the date of the relevant contract order :

.....

- (d) Attention is directed to clause 14 of form No US7 and the Tenderer is to furnish the following information:

What action he proposes taking to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the delivery period given by him:

.....
.....

23. SUPPLIER / SERVICE PROVIDER:

The Tenderer must state hereunder the name and address of the Supplier / Service Provider that will be rendering the service.

NAME

ADDRESS (PHYSICAL)

| | |
|-------|-------|
| | |
| | |
| | |
| | |

24. QUALITY CONTROL :

Tenderers are to advise what Quality Management System Rating they have achieved in the handling of the product. (i.e. SABS, ISO or IQRS)

Type of Rating



25. AWARD OF TENDER :

- Transnet Limited reserve the right to accept any tender even if it is not the lowest
- Transnet reserves the right to award the business amongst more than one supplier
- Although the intended period of this contract is 24 months, Transnet reserves the right to cancel any contract/s resulting from this tender, for whatever reason, giving the contractor 30 days written notice of the intention to do so.

26. TAX REGISTRATION NUMBER:

The Tenderer must state hereunder the tax registration number which is applicable to value added tax:

.....

27. TAX CLEARANCE CERTIFICATE:

An original or certified copy of your tax clearance certificate is to be submitted together with your tender in terms of the following:

“The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9(1)(d), stipulated that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue Service that that supplier either has no outstanding tax obligations or has made arrangements to meet Outstanding tax obligations”.

Tenderers may be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that the supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

An original or certified copy of your tax clearance certificate is to be submitted together with your tender.

28. NAME(S) AND ADDRESS/ADDRESSES OF DIRECTOR(S):

The Tenderer must disclose hereunder the full name(s) and address(s) of the director(s) of the company on whose behalf the tender is submitted.

- (i) Registration number of company

.....

- (ii) Registered name of company

- (iii) Full name(s) of director(s) Address/Addresses

.....



.....
.....

29. TENDER DOCUMENTS .

Complete sets of tender documents, in respect of this tender may be obtained at the office of the Chief Procurement Officer, Transnet Supply Chain Services, Corner of Creswell and Koedoespoort Str, Weavind Park, Pretoria between the following hours: 7h30 – 12h00 and 12h30 – 15h45.

30. COMPLETION AND RETURN OF TENDER DOCUMENTS :

- (i) The Tenderer must furnish all the information requested in this tender form and annexures thereto. Such information should not be repeated in a letter
- (ii) The complete tender documents are to be submitted in duplicate, i.e. all tender forms, letter, literature, drawings, etc.
Incomplete tender documents may result in the Tenderer's offer being overlooked.
- (iii) Any technical information related to the material offered must be furnished separately by the Tenderer.

NOTE:

- (i) Tenderers must familiarise themselves with the contents of General Tender Conditions, form CSS No. 5 (revised October 2005) to ensure that tender documents are completed in all respects.
- (ii) Incomplete tender documents may result in the Tenderer's offer being overlooked.
- (iii) Tenderers attention is also directed to form US 7 Standard terms and conditions of contract, form US7 (revised October 2005)

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SECTION 3

RFQ NUMBER EMPBB161

PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI, RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS

QUOTATION FORM

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

of (full address) _____

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

represented by _____

in my capacity as _____

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

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

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

Respondent's Signature

Date and Company Stamp



with Transnet's acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

I/We accept that any contract resulting from this offer will be for a period of TWO 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, 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 _____ (State alternative validity period/date).

TAX (VAT) REGISTRATION NUMBER

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



TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

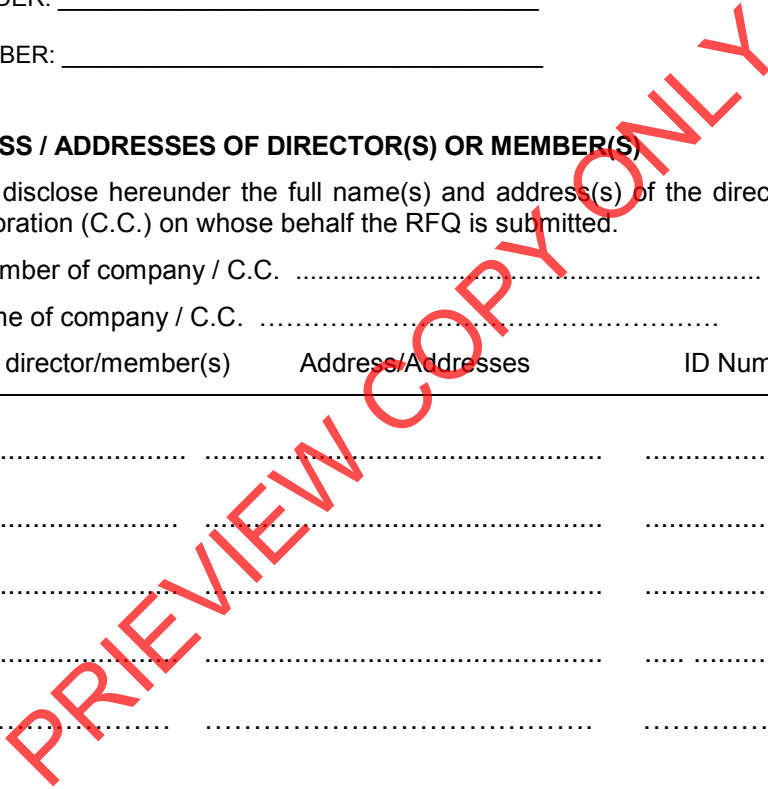
The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFQ is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

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

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



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.

Respondent's Signature

Date and Company Stamp



| | |
|---------|-------|
| Name | |
| Address | |
| | |

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

DECLARATION

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

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

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



PRICE REVIEW

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

RETURNABLE DOCUMENTS

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

| | |
|---|---|
| Notice to Bidders – Section 1 | √ |
| Background overview – Section 2 | √ |
| Quotation Form – Section 3 | √ |
| Resolution of Board of Directors (Respondent’s Representative) - Section 4 | √ |
| Certificate of Acquaintance with RFQ Documents – Section 5 | √ |
| Pricing - 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 | √ |
| E4E – Safety arrangements and Procedural compliance – Section 11 | √ |
| Transnet Supplier Declaration/Application | √ |
| Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp) | √ |
| Certified Copy of Identity document of Shareholders/Directors/Members (where applicable) | √ |
| Certified 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 and percentage black ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member) | √ |
| Audited Financial statement for previous year | √ |
| Letter of Good Standing with the Compensation Commissioner | √ |

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, 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.

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

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SECTION 4

RFQ NUMBER EMPBB161

PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI, RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

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

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFQ NUMBER EMPBB161

**PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI,
RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS**

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 _____ 2009

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER EMPBB161

PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI, RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS

SERVICE FEES AND COSTS

THE TENDERER SHOULD INSERT THE PRICE UNDER THE APPROPRIATE HEADING HEREUNDER.

| TENDER ITEM NO. | DESCRIPTION | PRICES IN SOUTH AFRICA CURRENCY INCLUDIN THE COST OF TRANSPORTATION, COLLECTION DELIVERY, INSPECTION, REPAIRS AND MAINTENANCE, DIRECT TO CONSIGNEE |
|-----------------|---|--|
| | | PRICE EXCLUDING VAT |
| 1. | Installation of new fire extinguishers (extinguisher and accessories e.g. boards and signs to be supplied by TFR) | R..... per ea |
| 2. | Hydrostatic pressure test 5-7 kg Carbon Dioxide Extinguisher | R..... per ea |
| 3. | Hydrostatic pressure test of other STP extinguisher | R..... per ea |
| 4. | Refinishing Fire Extinguishers | R..... per ea |
| 5. | Onsite inspection of equipment (repairs and Maintenance not required) | R..... per ea |
| 6. | Replace pressure indicator on STP extinguishers | R..... per ea |
| 7. | Workshop inspection of extinguishers, including Check and lubricate moving parts. | R..... per ea |

PREVIEW COPY ONLY



- 8. Replace instruction label R..... per ea
- 9. Replace nozzles R..... per ea
- 10. Replace horns R..... per ea
- 11. Replace hose assembly 5-7 kg Carbon R..... per ea
- 12. Replace hose assembly other STP extinguisher R..... per ea
- 13. Replace safety pin R..... per ea
- 14. Replace tamper seal R..... per ea
- 15. Replace cylinder valve assembly 5-7 kg Carbon Dioxide R..... per ea
- 16. Replace cylinder valve assembly other STP extinguishers R..... per ea
- 17. Inspection of above ground fire hydrant valves R..... per ea
- 18. Refinishing fire hydrant stand pipe and valves R..... per ea
- 19. Replace carrying handles R..... per ea
- 20. Replace gasket, o rings and seals (universal)
Pressure test fire hose (65 mm & 38 mm) R..... per ea

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Date.....

Signature of Tenderer(s).....



THE TENDERER SHOULD INSERT THE PRICE UNDER THE APPROPRIATE HEADING HEREUNDER.

| TENDER ITEM NO. | DESCRIPTION | PRICES IN SOUTH AFRICA CURRENCY INCLUDIN THE COST OF TRANSPORTATION, COLLECTION DELIVERY, INSPECTION, REPAIRS AND MAINTENANCE, DIRECT TO CONSIGNEE |
|--------------------|--|--|
| | | PRICE EXCLUDING VAT |
| 21. | Wash and clean fire hose (65 mm & 38 mm) | R..... per ea |
| 22. | Bind couplings to fire hose (65 mm) | R..... per ea |
| 23. | Replace fire hose couplings (65 mm) | R.....per ea |
| 24. | Replace Morris washer (65 mm) | R..... per ea |
| 25. | Flow & pressure test report for fire hydrants | R..... per ea |
| 26. | Flow & pressure test report for fire hose reels | R.....per ea |
| 27. | Replace Fire Hose Reel Nozzle | R..... per ea |
| 28. | Repair leaking Fire Hose reel gland | R..... per ea |
| 29. | Install new hose reel (Reel supplied by Spoornet | R.....per ea |
| 30. | Refill/recharge fire extinguisher (5 – 7 kg Carbon dioxide) excluding gas | R..... per ea |
| 31. | Refill/recharge STP fire extinguisher (exclude charge agent) | R..... per ea |
| 32. | Carbon dioxide per kg | R..... per ea |
| 33. | ABC Powder per kg | R..... per ea |

Date.....

Signature of Tenderer(s).....



SECTION 7

RFQ NUMBER EMPBB161

**PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI,
RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

PREVIEW COPY ONLY



SECTION 8

RFQ NUMBER EMPBB161

**PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI,
RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS**

STANDARD TERMS AND CONDITIONS OF CONTRACT

**FOR THE PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA
OF EMPANGENI, RICHARDS BAY AND VRYHEID 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."



SECTION 9

RFQ NUMBER EMPBB161

**PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI,
RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS**

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms
of this RFQ on 2009.

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.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 10

RFQ NUMBER EMPBB161

PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI, RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS

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 :



SECTION 11

RFQ NUMBER EMPBB161

**PROVISION OF MAINTENANCE OF FIRE FIGHTING EQUIPMENT IN THE AREA OF EMPANGENI,
RICHARDS BAY AND VRYHEID FOR A PERIOD OF TWO YEARS**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

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