Tender No: EFQ-22231



Vendor No: 11001386

BOARD LIST BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT 2000

Purchaser : Molebogeng Tladi
Telephone : 011 584 1071

Fax Number:

Please quote reference:

D33/6000621609

Deliver to:

TFR Head Office Supply Chain Services 2000 Johannesburg Closing Date :23.08.2016
Validity Data :22.12.2016
RFQ No :6000621609
End of Varioity :30.09.2016

Ihr Zeichen EFQ-22231

FOR THE PROVISION OF: PAINTING OF THE MAST POLES NUMBERS UNDER THE CONTROL OF ISANDO DEPOT ENGINEER AT VARIOUS LOCATIONS FOR THE PERIOD OF ONE (1) MONTH.

DELIVERY TO: ZESFONTER TO WITHOK, DRYDEN TO ARGENT, NIGEL TO SPRINGS, WITHOK TO SYRAND AND SENTRARAND YARD TO LUD.

BRIEFING SESSION DATA: 18 AUGUST 2016 AT 10:00 AM BRIEFING VENUE: 1 ANVIL ROAD, 6TH FLOOR, ISANDO For directions presse contact Simon Matshika on 083 254 7836

PLEASE BRING THE VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING, ALSO ENSURE TVAY YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST TO SITE.

PLEASE NOTE THAT IF YOU DON'T BRING THE VALID TENDER DOCUMENT, SAFETYBOOTS AND REFLECTIVE VEST YOU WILL NOT BE ALLOWED IN THE BRIEFING SESSION AND ACCESS TO SITE.

SUBMISSIONS SHOULD BE IN DUPLICATE HARD COPIES (1 ORIGINAL AND 1 COPY)

NB: PLEASE PAY ATTENTION TO EVALUATION CRITERIA OF THE RFQ FAILURE TO SUBMIT THE REQUIRED DOCUMENTAION WILL RESULT IN COMPANIES BEING DISQUALIFIED.

 RETURN 	OF QUOTATION/S:		
PLEASE CO	JRIER OR DELIVER INTO THE TEN	DER BOX:	
DATE:	SIGNATURE OF TENI	DERER(S):	<i>11.11.11.11.11.11.11.11.11.11.11.11.11.</i>
	CONTACT DEDCOM	TEL Max	

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BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box,

Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown

FOR ANY TECHNICAL ENQUIRIES WITH REGARD TO THIS RFQ YOU CAN CONTACT:

Mr. Simon Matshika - 011 570 7480 / 083 254 7836

- 1.1 QUOTATION/S MUST BE SUBMITTED PUNCTUALLY AT 10:00 ON THE CLOSING DATE AND LATE QUOTATIONS WILL NOT BE CONSIDERED.
- 1.2 IF POSTED:

EXECUTIVE MANAGER (TRANSNET FREIGHT RAIL, SUPPLY CHAIN SERVICES)

PO BOX 8617

JOHANNESBURG

2000

1.3 ,IF DELIVERED BY HAND:

TRANSNET FREIGHT RAIL

INYANDA HOUSE 1

21 WELLINGTON ROAD

PARKTOWN

JOHANNESBURG

2001

- 2. CONDITIONS:
- 2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUO AT ON WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF CONTRACT, FORM US7, (LATEST), GENERAL TENDER CONDITIONS, FORM CSS5 (LATEST) AND CONDITIONS MENTIONED HEREIN.
- 2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATA BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.
- 2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES. PRICES SUBJECT TO REVIEW IN TERMS OF CLAUSE 32 OF FORM US7 WILL ONLY BE CONSIDERED SHOULD THE DELIVERY PERIOD REQUIRED EXCEED 6 MONTHS.
- 2.5 BEST DELIVERY TIME MUST BE OFFERED.
- 2.6 DISCOUNT (TRADE DISCOUNT) C. SH'Y SCOUNT (CONDITONAL DISCOUNT) VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.
- 2.7 TRANSNET RESERVES THE RIGHT TO REGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE OF THE QUOTATION.

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Tender No:

Date

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2.8 DIRECT DELIVERY INTIMATES DELIVERY BEING EFFECTED INTO THE WAREHOUSE OR THE ACTUAL POINT OF SUPPLY AND SHOULD THEREFORE INCLUDE ANY TRANSPORTATION MODE DEEMED NECESSARY IN EXECUTING THIS METHOD OF DELIVERY BASIS IN ORDER TO MEET THE REQUIRED DELIVERY DATE.

TAX CLEARANCE CERTIFICATES:

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), stipulates 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 Social African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations.

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

COMPANY DETAILS:		
NAME OF COMPANY:		
CONTACT PERSON:		
TEL. NO	FAX NO:	
REG. NO		

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

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

Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Code (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies). "List of Full Members" as displayed on the ABVA website (www.abva.co.za).

Although no agencies have, as yet, been iccredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies.

Enterprises will be rated by sur agency sed on the following:

- 1. Large Enterprises (i.e. annua turnover >R35million:
- " Rating level based of all evel rements of the BBBEE scorecard.
- 2. Qualifying SmallEnerprises (QSE) (i.e., annual turnover >R5million but <R35million:
- " Rating based on any four elements of the BBBEE scorecard.

NB:

- 3. Emerging Micro Enterprises (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:
- " Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
- " Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition
- " EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.
- 4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor/s, as well as a breakdown of

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Date

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the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE ODO SO WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED FOR BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R_____

- " If annual turnover <R5m, please attach certified confirmation from your Auditor/Accounting Officer</p>
- " If annual turnover >R5m please attach original or certified copy of accreditation certificate and declared scorecard by an ABVA accreditation agency (registered as a "Full Member")

PAYMENT TERMS

The following payment terms will apply as from 1 October 2008.

" All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F055.

EVALUATION CRITERIA

ADMINISTRATIVE RESPONSIVENESS TEST (ESSENTIAL)

Completeness of ALL Returnable Documents (ANNEXURES ATTACHED).

Letter of Good Standing.

Bidder(s) must be registered with National Treasury (Central Data

Base) prior to award.

SUBSTANTIVE RESPONSIVENESS TEXT (MINDATORY)

Health and Safety Plan

Compliance to Specification (Clause by Vaus Declaration)

CATEGORY: TECHNICAL PROCEEDING CRITERIA / FUNCTIONALITY SCORING

MATRIX - 70%

Technical approach and was plan with time frames - 60%

Risk plan specific pailting f mast poles - 40%

CATEGORY: COMMERCIAL(SCORING MATRIX)

PRICING ONLY 80%

CATEGORY: B-BBBEE (SCORING MATRIX)

VALID B-BBEE CERTIFICATE AND SCORECARD 20%

CONDITIONS:

This quotation is subject to the provisions of the Standard Terms and Conditions of Contract, Form US7, (Latest) and the General Tender Conditions, Form CSS5 (Latest) and any other standard or special conditions mentioned and/or embodied in the quotation request.

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BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

SCHEDULE OF REQUIREMENTS

PRICES TENDERED ARE TO BE "DIRECT" AND EXCLUDE VAT.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF FORM CSS5 (LATEST).

"barriem color own,"

DATE:	SIGNATURE OF TENDERER(S):	

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BOARD LIST

TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

TRANSNET INSISTS ON HONESTY AND INTEGRITY BEYOND REPROACH AT ALL TIMES AND WILL NOT TOLERATE ANY FORM OF IMPROPER INFLUENCING, BRIBERY, CORRUPTION, FRAUD, OR ANY OTHER UNETHICAL CONDUCT ON THE PART OF BIDDERS/TRANSNET EMPLOYEES. IF, IN THE OPINION OF TRANSNET'S CHIEF OPERATING OFFICER, A TENDERER / CONTRACTOR / SUPPLIER HAS OR HAS CAUSED TO BE PROMISED, OFFERED OR GIVEN TO ANY TRANSNET EMPLOYEE, ANY BRIBE, COMMISSION, GIFT, LOAN, ADVANTAGE OR OTHER COSIDERATION, TRANSNET SHALL BE ENTITLED TO REVOKE THE TENDER / CONTRACT BY FOLLOWING ITS INTERNAL POLICIES THAT GOVERN THE ECLUSION PROCESS. IN SUCH AN EVENT TRANSNET WILL BE ENTITLED TO PLACE ANY TENDERER / CONTRACTOR / SUPPLIER WHO HAS CONTRAVENED THE PROVISIONS OF TRANSNET'S BUSINESS ETHICS ON ITS LIST OF EXCLUDED TENDERERS. THIS LIST WILL ALSO BE DISTRIBUTED TO ALL OTHER STATE OWNED ENTERPRISES AND GOVERNMENT DEPARTMENTS.

TRANSNET INVITES ITS VALUED SUPPLIERS TO REPORT ANY ALLEGATIONS OF FRAUDCORRUPTION OR OTHER UNETHICAL ACTIVITIES TO TRANSNET TIP-OFFS ANONYMOUS, AT ANY OF THE FOLLOWING ADDRESSES, CONTACT NUMBERS:-

TOLL-FREE ANONYMOUS HOTLINE - 0800 003 056 EMAIL - Transnet@tip-offs.com FAX NUMBER - 0800 007 788 FREEPOST DN 298, UMHLANGA ROCKS, 4320

CONFIDENTIALITY IS QUARANTEED REFER TO ATTACHED PRICE SO TOUL.
REFER TO ATTACHED PRICING SCHEDULE- ANNEXURE C

Item	Qty	Material	Description		
00010	→	Painting of Mad	nole Number under contr		
00010	F ₂ (Painting of Mass.	ole valle el alidei contr	R Each	

Delivery Date: 01.09.2016

FULL DETAILS OF DESCRIPTION

DATE:	SIGNATURE OF TENDERER(S):	

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DATE:

BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

3. ADDITIONAL INFORMATION REQUIRED: (WHERE APPLICABLE)
3.1 THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:
(A) DISCOUNT:
(B) SETTLEMENT DISCOUNT:
(C) PRICE/S FIRM:
(D) PRICE/S FIRM UNTILTHEREAFTER SUBJECT TO REVIEW.
(E) PRICE/S NOT FIRM:
(F) SABS MARK:
(G) SABS PERMIT NO:
(H) BRAND/MAKE/TYPE:
(I) FULL NAME AND ADDRESS OF MANUFACTURER.

(J) FULL NAME AND ADDRESS OF INSPECTION POINT:
W
(K) COUNTRY OF ORIGIN:
Comply L Does not Comply :Not a plicable
Justification:
(L) SURPLUS MATERIAL:
TENDERERS MUST INDICATE IF HEY VILLAGE PREPARED TO PURCHASE BACK FROM TRANSNET ANY SURPLUS
MATERIAL WHICH MAY BECOME AVAILABLE FROM ANY RESULTING PURCHASE ORDER/CONTRACT ORIGINATED
FROM THE QUOTATION SUBMIT ED:
(M) PAYMENT OVERSEAS.
ONLY IF TRANSPORT LIMITERAS REQUESTED BY THE TENDERER TO EFFECT PAYMENT OVERSEAS DIRECT TO THE
TENDERER'S PENC 'ALSUPPLIER THE FOLLOWING INFORMATION IS REQUIRED:
* EXCHANGL RA' E ON WHICH THE QUOTATION PRICE IS BASED: R1,00 (S.A. CURRENCY) BEING EQUAL
TO (A OREIGN CURRENCY)
* PERCENTAGE IN RELATION TO THE QUOTATION PRICE TO BE REMITTED OVERSEAS:
* NAME OF COUNTRY TO WHICH PAYMENT IS TO BE MADE:
(**************************************
* APPLICABLE DATE OF SYCHANGE DATE
* APPLICABLE DATE OF EXCHANGE RATE:
* BENEFICIARY'S NAME AND FULL ADDRESS:

SIGNATURE OF TENDERER(S):

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BOARD LIST TRANSNET FRI PROCUREMENT					
* BENEFICIARY		FULL ADDRESS:			
* APPLICABLE A	CCOUNT NUMBE	ER:			
	RS MUST FURNI		. DELIVERY AND M. SPECIFIED BY TRA		PERIOD EREUNDER
1. PERIOD 2. MANUF	REQUIRED TO (ACTURING PERI	OBTAIN RAW MATI OD (DAYS)	D IN REGARD TO T ERIAL(DAYS) ESTINATION(DA	\mathcal{O}'	
MATERIAL NO.	1.(PERIOD)	2.(PERIOD)	3.(PERIOD)		
INDICATE THE PERCE	ENTAGE (%)OF T	HEPRICE THAT IS	S SUBJECT TO THE	VARIABLE COPP	ER FEE:%.
110	67				

DATE:	SIGNATURE OF TENDERER(S):	



RFQ FOR THE PROVISION OF PAINTING OF THE MAST POLES NUMBERS UNDER THE CONTROL OF ISANDO DEPOT ENGINEER AT VARIOUS LOCATIONS FOR THE PERIOD OF ONE (1) MONTH.

ANNEXURE A: SPECIFICATION / SCOPE OF WORK

1. SCOPE:

1.1. This specification covers the work Standards/requirements for painting of mast poles at Zesfontein to Withok, Dryden to Argent, Nigel to springs, Withok to Sybrand, Sentrarand yard to LUD, under the depot engineer, Isando.

2. STANDARDS:

2.1. Unless otherwise specified all materials and equipment supplied shall comply with the current edition of the relevant SABS, BS, IEC, or Transnet publication where applicable.

2.2. The following publications are referred to in this specification:

- 2.2.1. Transnet specification No.CEE.045 of 2002/1 "Painting of Street Components of electrical equipment".
- 2.2.4. Transnet Specification no.CEE.0183 Issue" Hot deep Galvanising and Painting of steel work", (masts!).
- 2.3. Drawings included in Transnet specification will be projided/issued at the Contractor's sole request.
- 2.4. Any item offered in accordance with Transnet standards or as set by SABS code Of practice will be considered at the sole discretion of transnet entity and such must be brought forth prior the initiation of work to the Project Manager from Transnet side.
- 2.5. The tender shall supply the or ails stating where the item differs from these Specifications and as well as supply a copy (in English) of the recognised Standard specifications with which it complies.

3. DESCRIPTION OF WORK:

3.1 Work to be done by the Contractor:

- 3.1.1 Remove the existing numbers on masts with any appropriate abrasive material that will ensure clear removal of paint and make a square zone. (The number on the mast should first be noted and written down with a chalk on the masts.)
- 3.1.2 Clean masts with cleaning agents to ensure neat and smooth mast's surface.
- 3.1.3 Clean the exiting number on the base of the mast and measure the distance from track centre to mast

3.2 For Mast location Numbering:

- 3.2.1 Apply a grey primer or first coat (paint) on cleaned surfaces on mast with a brush as laid down in Transnet Specification No.CEE.0045.96 "Painting of Steel components of electrical equipment".
- 3.2.2 Apply white secondary coat (paint) on a square zone on mast with a brush as laid down in Specification No.CEE.0045.96 "Painting of steel components of electrical equipment".
- 3.2.3 Then paint the numbers on the mast in black using the appropriate stencils.
- 3.2.4 The numbering of mast should be 2meters above the rail level.



3.2.5 The stencil should be 75character size (refer from drawing no. CEE-TW-646; sheet 5of 6)

3.3 For rail centre numbering:

- 3.3.1 Clean the existing number on the base of the mast and measure the distance from track centre to mast
- 3.3.2 The primary or first coat should be painted grey.
- 3.3.3 The secondary coat should be black.
- 3.3.4 Then paint the numbers in white also using the appropriate stencils.
- 3.3.5 The numbering in this regard should be at the bottom of the mast.
- 3.3.6 The stencil size is 25mm of character or number (refer from drawing no. CEE-TWG-1; sheet 7 of 8)
- 3.3.7 In a summated form, the three numbering sets are as follows below:
 - First set: Mast location. Front side.
 - Second set: Mast location. Rear side.
 - Third set: Mast to rail centre numbering.
- 3.3.8 The view of numbering can be observed from Annexure 1 drawing, which is actually attached to this document.

3.4 Painting

- 3.4.1 should be done in a neat and clean way!
- 3.4.2 All numbers that are not painted properly on the mast will be deemed incorrect by Transnet thus resulting into the contractor repainting those masts.
- 3.4.3 The contractor will be held liable for any laint shortage that might be due to his excessive use or abuse of paint as a resource.
- 3.4.4 The contractor shall only use paint supplied by Transnet unless otherwise applied for in writing.
- 3.4.5 The exact location of the place and masts were work should be carried out will be available to the contractor during a comput on site meeting.
- 3.4.6 The contractor shall ensure that his staff is properly trained and qualified to perform the work and they are aware of all relevant safety regulations that should be adhered to.
- 3.4.7 The size of stends to be used is attached at the back of this document.

4. WORK TO THE BY TRANSET:

- 4.1 Transnet will assist the contractor with any information he might need, and to supervise the Contractor's work from time to time.
- 4.2 All enquiries by the contractor on any item not included in this specification must be referred to the contract Manager.
- 4.3 Transnet will show the contractor all masts that need to be painted.
- 4.4 Transnet will describe to the contractor, how the painting should be done on masts and also how to do all related measurements



5. MATERIAL TO BE SUPPLIED BY CONTRACTOR:

5.1 The contractor will supply paintbrushes, paint, chalks, stencils, cleaning agent, waste cloth or in general any and any tool needed for work to be done.

6. INSPECTION OF THE WORK:

- 6.1 All work done by the contractor will be inspected during progress and after Completion by the contract Manager and the Technical officer for compliance with Transnet standards.
- 6.2 Acceptance by the Technical Officer of satisfactory completion of the work does not at all restrict the contractor from his obligation to rectify defects, which may have been overlooked or become evident at a later stage.
- 6.3 If the work is found to be satisfactory a certificate of completion will be issued and the contract will be considered complete.





ANNEXURE B: COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE DECLARATION)

RFQ FOR THE PROVISION OF: PAINTING OF THE MAST POLES NUMBERS UNDER THE CONTROL OF ISANDO DEPOT ENGINEER AT VARIOUS LOCATIONS FOR THE PERIOD OF ONE (1) MONTH.

The compliance response is to contain ONLY the following statements, "Comply" or "Do not comply".

BIDDERS ARE TO DECLARE COMPLIANCE TO SPECIFICATION AND SCHEDULE OF QUANTITIES

FAILURE TO COMPLETE THIS FORM WILL AUTOMATICALLY WILL RESULT IN YOUR OFFER BEING DISQUALIFIED.

Compliance to Specification Annexure B1	COMPLY	DO NOT COMPLY
1. SCOPE:		
1.2. This specification covers the work Standards/requirements for painting of mast poles at Zesfontein to Withok, Dryden to Argent, Nigel to springs, Withok to Sybrand, Sentrarand yard to LUD, under the depot engineer, Isando.		
2. STANDARDS:		
2.1. Unless otherwise specified all materials and equipment supplied shall comply with the current edition of the relevant SABS, BS, IEC, or Transnet publication where applicable.		
2.2.The following publications referred to in this specification:		
2.2.1. Transnet specification No.CEE.045 of 2002/1 "Painting of steel Components of electrical equipment".		
2.2.4. Trans let Specification no.CEE.0183 Is le Hot deep Galvanising and Pointing of steel work", (h.asts!)		
2.3. Drawings included in Transnet specification will be provided/issued at the Contractor's sole request.		
2.4. Any item offered in accordance with Transnet standards or as set by SABS code Of practice will be considered at the sole discretion of Transnet entity and such must be brought forth prior the initiation of work to the Project Manager from Transnet side.		
2.5. The tender shall supply the details stating where the item differs from these Specifications and as well as supply a copy (in English) of the recognised Standard specifications with which it complies.		



3. DESCRIPTION OF WORK:		
3.1 Work to be done by the		
Contractor:		
3.1.1 Remove the existing numbers on masts with any appropriate abrasive material that will ensure clear removal of paint and make a square zone. (The number on the mast should first be noted and written down with a chalk on the masts.)		
3.1.2 Clean masts with cleaning agents to ensure neat and smooth mast's surface.		
3.1.3 Clean the exiting number on the base of the mast and measure the distance from track centre to mast		4
3.2 For Mast location Numbering:	•	O,
3.2.1 Apply a grey primer or first coat (paint) on cleaned surfaces on mast with a brush as laid down in Transnet Specification No.CEE.0045.96 "Painting of Steel components of electrical equipment".	R	
3.2.2 Apply white secondary coat (paint) on a square zone on mast with a brush as laid down in Specification No.CEE.0045.96 "Painting of ceel components of electrical equipment."		
3.2.3 Then paint the numbers on the mast in black using the appropriate stencils.		
3.2.4 The numbering of most should be 2meters above the rail level.		
3.2.5 The stencil should be 75character size (refer from drawing no. CEE-TW-646; sheet 5of 6)		
3.3 For rail centre numbering:		
3.3.1 Clean the existing number on the base of the mast and measure the distance from track centre to mast		
3.3.2 The primary or first coat should be painted grey.		
3.3.3 The secondary coat should be black.		
3.3.4 Then paint the numbers in white also using the appropriate stencils.		
3.3.5 The numbering in this regard should be at the bottom of the mast.		



2.2.6. The should size in 25,000		
3.3.6 The stencil size is 25mm of character or number (refer from drawing no. CEE-TWG-1; sheet 7 of 8)		
3.3.7 In a summated form, the three numbering sets are as follows below:		
First set: Mast location. Front side.		9
 Second set: Mast location. Rear side. Third set: Mast to rail centre 		
numbering. 3.3.8 The view of numbering can be observed from Annexure 1 drawing, which is actually attached to this document.		
3.4 Painting:		, 1
3.4.1 Should be done in a neat and clean way!		4
3.4.2 All numbers that are not painted properly on the masts will be deemed incorrect by Transnet thus resulting into the contractor repainting those masts.	2	O '
3.4.3 The contractor will be held liable for any paint shortage that might be due to his excessive use or abuse of paint as a resource.	'CO'K	
3.4.4 The contractor shall only use paint supplied by Transnet unless otherwise applied for in writing.		
3.4.5 The exact location of the price and masts were work should be carried out will be available to the contractor during a compulsity site meeting.		
3.4.6 The contractor shall ensure that his staff is properly trained and qualified to be form the work and they are aware of all relevant safety regulations that should be adhered to.		
3.4.7 The size of stencils to be used is attached at the back of this document.		
4. WORK TO BE DONE BY TRANSET:		
4.1 Transnet will assist the contractor with any information he might need, and to supervise the Contractor's work from time to time.		
4.2 All enquiries by the contractor on any item not included in this specification must be referred to the contract Manager.		



Tip-		4
4.3 Transnet will show the contractor all masts that need to be		
painted. 4.4 Transnet will describe to the		
contractor, how the painting should	1	
be done on masts and also how to do		
all related measurements		
5. MATERIAL TO BE SUPPLIED BY		
CONTRACTOR:		
5.1 The contractor will supply		
paintbrushes, paint, chalks, stencils,		
cleaning agent, waste cloth or in		
general any and any tool needed for		
work to be done.		
6. INSPECTION OF THE WORK:		
6.1 All work done by the contractor		
will be inspected during progress and		
after Completion by the contract		
Manager and the Technical officer for		
compliance with Transnet standards.		
6.2 Acceptance by the Technical		
Officer of satisfactory completion of the work does not at all restrict the		
contractor from his obligation to		
rectify defects, which may have been		
overlooked or become evident at a		
later stage.		
6.3 If the work is found to		
satisfactory a certificate of completion	>	
will be issued and the contract while considered complete.		
considered complete.	AT .	-
considered complete.		
1. 1		



ANNEXURE B2: SCHEDULE OF QUANTITIES

The compliance response is to contain ONLY the following statements, "Comply" or "Do not comply".

FAILURE TO COMPLETE THIS FORM WILL AUTOMATICALLY WILL RESULT IN YOUR OFFER BEING DISQUALIFIED.

A. Zesfontein to Withok

DESCRIPTION	Quantities	Comply	Do not Comply
Cleaning of masts back-Back (3/phase)	600		
Application of first undercoat Back-Back (3/phase)	600		I,
Application of white paint Back-Back (3/mast)	600	CH)	
Painting numbers Back-Back (3/phase) with black paint.	600	4	

B. Dryden to Argent

DESCRIPTION	Quantities	Comply	Do not Comply
Cleaning of masts back-Back (3/ph/se)	200		
Application of first undercoot Rack Fack (3/phase)	200		
Application of white paint Back-Back	200		
(3/mast)			
Painting numbers Back-Back (3/phase) with	200		
black paint.			



C. Nigel to springs

DESCRIPTION	Quantities	Comply	Do not Comply
Cleaning of masts back-Back (3/phase)	520		
Application of first undercoat Back-Back (3/phase)	520		
Application of white paint Back-Back (3/mast)	520		
Painting numbers Back-Back (3/phase) with	520	1	
black paint.			

D. Withok to Sybrand

DESCRIPTION	Quantities	Comply	Do not Comply
Cleaning of masts back-Back (3/phase)	850		
Application of first undercoat Back-Back (3/phase)	850		
Application of white paint Back-Back (3/mas)	850		
Painting numbers Back-Back (3/phase) with black paint.	850		

E. Sentrarand LUS

DESCRIPTION	Quantities	Comply	Do not Comply
Cleaning of masts back-Back (3/phase)	960		
Application of first undercoat Back-Back (3/phase)	960		
Application of white paint Back-Back (3/mast)	960		
Painting numbers Back-Back (3/phase) with black paint.	960		



Annexure C: Price Schedule

RFQ FOR THE PROVISION OF PAINTING OF THE MAST POLES NUMBERS UNDER THE CONTROL OF ISANDO DEPOT ENGINEER AT VARIOUS LOCATIONS FOR THE PERIOD OF ONE (1) MONTH.

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

A. Zesfontein to Withok

DESCRIPTION	Quantities	Rates per mast	Total Cost
Cleaning of masts back-Back (3/phase)	600		
Application of first undercoat Back-Back (3/phase)	600	All a	
Application of white paint Back-Back (3/mast)	600	O,	
Painting numbers Back-Back (3/phase) with black paint.	600		
	SUBTOTAL	R	

B. Dryden to Argent

DESCRIPTION	Quantities	Rates per mast	Total Cost
Cleaning of masts back-track (3/phase)	200		
Application of first undercoat Back-Back (3/phase)	200		
Application of white paint Back-Back (3/mast)	200		
Painting numbers Back-Back (3/phase) with black paint.	200		

SUBTOTAL	R



C. Nigel to springs

Quantities	Rates per mast	Total Cost
520		
520		
520		
520	1, 1	•
	520 520 520	520 520

SUBTOTAL

D. Withok to Sybrand

DESCRIPTION	Quantities	Rates per mast	Total Cost
Cleaning of masts back-Back (3/phase)	350		
Application of first undercoat Back-Back (3/phase)	850		
Application of white paint Back buck (3/ nast)	850		
Painting numbers Back Back (3/phase) with black paint.	850		

SUBTOTAL R



E. Sentrarand to LUD

DESCRIPTION	Quantities	Rates per mast	Total Cost
Cleaning of masts back-Back (3/phase)	960		
Application of first undercoat Back-Back (3/phase)	960		
Application of white paint Back-Back (3/mast)	960	111	
Painting numbers Back-Back (3/phase) with black paint.	960	W.	

SUBTOTAL

TOTAL AMOUNT EXCLUDING VAT (A+L+C+D+E) =	R
VAT AMOUNT (14%) =	R
TOTAL AMOUNT INCLUDING (A+B+C+D+E) =	R
"bbry	



Annexure D1

ANNEXURE D: VENDOR APPLICATION FORM

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

- 1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
- 2. Original cancelled cheque OR letter from the bank verifying banking details (with bank stamp)
- 3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
- 4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)
- 5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- 6. A letter with the company's letterhead confirming physical and postal addresses
- 7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
- A signed letter from the Auditor / Accountant confirming most recent annual turnovers of percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).
- NB: Failure to submit the above documentation will delay the vendor constitution, rocess
 - Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- a) If your annual turnover is less than R5 million, then to terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of alach ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) If your annual turnover is betweek 25 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small E. ter, rise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-call, please include your BEE certificate in your submission as confirmation of your status.

 NB: BBBEE certificate and letaker scorecard should be obtained from an accredited rating agency (e.g. permanen SALAS Member).
- c) If your annual tarnovers, in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Fit ase include your BEE certificate in your submission as confirmation of your status.

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

Regards,

Transnet Vendor/Supplier Management



Annexure D2

Supplier Declaration Form

Company Tradir									
Company Regis	tered Name								
Company Registr	ation Numbe	r Or ID Numbe	er If A	Sole Pr	opriet	or			
Form of entity	CC	Trust		Pty Ltd	1	Lin	nited	Partnership	Sole Proprietor
VAT number (if r	registered)		2.57		1870				
Company Telepl	none Number								
Company Fax N	umber								
Company E-Mail	Address								
Company Websi	te Address								
Bank Name				Ban	k Acc	ount l	Number		
Postal									
Address								Co	ode
Physical Address					-	-		C	ode
Contact Person								C	ode
Designation									
Telephone									
Email			-			_)	
Annual Turnover F	Range (Last Fi	nancial Year)	< R5	Million		F	R5-35 m	illion	> R35 million
Does Your Compa	_ ` `		Prod			_	ervices		Both
Area Of Delivery			Natio				Provincial		Local
Is Your Company A Public Or Private Entity							Public		Private
Does Your Company Have A Tax Directive Or IR 30 Cortification					ficate	1	Yes		No
Main Product Or S	Service Suppl	ied (E.G.: Sta	tionery	/Cor su	lting)				
BEE Ownership	Details	May I all	V- 1			ufi			
% Black Ownership		% Black wowe	n vne	ership		% Disabled person/s ownership			
Does your compa	any have a B	EL ce dificate			Yes			No	
What is your broa	ad based BE	∟ stat 's ,∟ev	el 1 to	9 / Unl	know	1)		1	
How many personnel does the first employ Permanent Part time						NII .			
Transnet Contact	Pe son	•							
Contact number									
Transnet operation	g ivision								
Duly Authorised	To Sign Fo	r And On Be	half C	f Firm	/ Org	anis	sation		
Name Designation									
Signature					Date				
Stamp And Sign	ature Of Co	mmissioner	Of Oa	th			- 1	d o o	
Name	IIV					Date	9		
Signature						Telephone No.			

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



RFQ FOR THE PROVISION OF PAINTING OF THE MAST POLES NUMBERS UNDER THE CONTROL OF ISANDO DEPOT ENGINEER AT VARIOUS LOCATIONS FOR THE PERIOD OF ONE (1) MONTH.

ANNEXURE E: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pa, as you earn, income tax, unemployment insurance fund contributions and skills development le ies;
- 2.2 **"B-BBEE"** means broad-based black economic expowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment Action
 Empowerment Action
- 2.4 **"Bid"** means a vincin offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "Broad Based Black Economic Empowerment Act" means the Broad-Based Black Economic mp) weighen Act, 2003 [Act No. 53 of 2003];
- 2.6 **comp. rative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for



the execution of the contract;

- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes reference to a juristic person;
- 2.14 "QSE" means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazaft No. 36928
- 2.15 "**rand value**" means the total estimated value of a contract in South African corrency, calculated at the time of bid invitations, and includes all applicable taxes and excise divies;
- 2.16 **"subcontract"** means the primary contractor's assigning or leading by making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 "**trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be all interest for the benefit of another person.

3. ADJUDICATION USING OINT SYSTEM

- The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be a valued the contract, unless objective criteria justifies the award to another bidder.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points stored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:



B-BBEE Status Level of Contributor	Number of Points [Maximum 20]		
1	20		
2	18		
3	16		
4	12		
5	8		
6	6		
7	4		
8	2		
Non-compliant contributor	0		

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Ventication Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of RIO million or less and the entity's Level of Black ownership.
- In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Index by recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette N 36, 28]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on a February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. Furing the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2017 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated



entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE cotus level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 369 representation made by an entity about its B-BBEE compliance must be supported by suitable evil en e or documentation. As such, Transnet reserves the right to request such evidence or document tion from Bidders in order to verify any B-BBEE recognition claimed.

B-BBEE STATUS AND SUBCONTRACTING 5.

B-BBEE Status Level of Contributor

5.1	Bidders who claim points in respect	of E	BBEL	Status Level	of Contribution	must complete
	the following:					

Note: Points claimed in respect this paragraph 5.1 must be in accordance with the table reflected in
paragraph 4.1 above and in stube substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavi
Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavi
in the case of an EME at OS

[maximum of 20 points]

	ration of the contract be subcontracted? YES/NO [delete which is not a	applicable]
in کر IA YF	orcate:	
()	What percentage of the contract will be subcontracted?	%
(ii)	The name of the subcontractor	
(iii)	The B-BBEE status level of the subcontractor	***************************************
(iv)	Is the subcontractor an EME?	YES/NO

☐ Close Corporations

tion	with regard to Company/Firm
(i)	Name of Company/Firm
(ii)	VAT registration number
(iii)	Company registration number
(iv)	Type of Company / Firm [TICK APPLICABLE BOX]
	□Partnership/Joint Venture/Consortium
	☐One person business/sole propriety

1,

2,



		□Company (Pty) Ltd
((v)	Describe Principal Business Activities
(vi) (Company Classification [TICK APPLICABLE BOX]
		□Manufacturer
		□Supplier
		□ Professional Service Provider
(vii)	□Other Service Providers, e.g Transporter, etc Total number of years the company/firm has been in business
ID DECLA	RAT	TION
we, the un	ders	igned, who warrants that he/she is duly authorised to do so on behing of the company/firm,
ertify that p	oint	s claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above,
ualifies the	com	pany/firm for the preference(s) shown and I / we ac nowle ge that:
(i	i) -	The information furnished is true and correct.
(i	ii)	In the event of a contract being awarded as a result of points claimed as shown in paragraph
		6 above, the contractor may be required to furnish documentary proof to the satisfaction of
		Transnet that the claims are correct.
(i	iii)	If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis
		or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any
		other remedy it may have:
		(a) disqualify the person from the bidding process;(b) recover costs, losses or damages it has incurred or suffered as a result of that person's
		contact;
		(c) can'el the contract and claim any damages which it has suffered as a result of having
		to make less favourable arrangements due to such cancellation;
		(a) restrict the Bidder or contractor, its shareholders and directors, and/or associated
		entities, or only the shareholders and directors who acted in a fraudulent manner, from
		obtaining business from Transnet for a period not exceeding 10 years, after the audi
1. /		alteram partem [hear the other side] rule has been applied; and/or
		(e) forward the matter for criminal prosecution.
WITNES	SSE!	5:
		CICNATURE OF PIDDER
		SIGNATURE OF BIDDER
	*******	DATE:
COMPANY	Y NA	ME:
ADDRESS	i:	



ANNXEURE F

GENERAL BID CONDITIONS - SERVICES

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 Bid shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 RFX shall mean RFP or RFQ, as the case may be;
- 1.8 Services shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 0 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 Transnet shall mean Transnet SOC Ltd, a State Owned impany; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be stingly adhered to by any Respondent to this RFX.

3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall he einafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bide shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Discurrents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.



4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

6 VALIDITY PERIOD

- Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- Respondents may be requested to extend their validity period for a specified a ditional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend a site visit when it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disgualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the sol tact person identified in the Bid Document.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.



11 POST TENDER NEGOTIATIONS

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

12 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

13 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet

Transnet may, in any such case, without prejudice be any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense included by Transnet in calling for new offers or in accepting a less favourable offer.

14 CURRENCY

All monetary amounts referred to in. Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

15 PRICES SUBJECT IN CONFIRMATION

- 15.1 Prices w. Ch are quoted subject to confirmation will not be considered.
- 15.2 Sirricorices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.



17 EXCHANGE AND REMITTANCE

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bill Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign sumance payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/o contract price if the increase in price arises after the date on which agreement on an overall Rana contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice, a invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 1191 [VAT Act].

18 ACCEPTANCE OF BID

- 18.1 Transnet does not bind itself to accept the low st priced or any Bid.
- 18.2 Transnet reserves the right to except any Bid in whole or in part.
- 18.3 Upon the acceptance of a Pid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documelts.
- 18.4 Where the Rospondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respundent.

19 NOTICE UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

20 TERMS AND CONDITIONS OF CONTRACT

- 20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead.



Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

21 CONTRACT DOCUMENTS

- 21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Accept ince/Intent, shall constitute a binding contract until the final contract is signed.

22 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be sourced on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.)

23 IDENTIFICATION

If the Respondent is a company one functiones of the directors shall be stated in the Bid. If the Respondent is a close corporation, the fell in the soft the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be shall be jurnished.

24 CONTRACTUAL SECURITIES

- 24.1 The sicce sful Respondent, when called upon to do so, shall provide security to the satisfaction of Franknet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension



has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.

24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

25 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

26 VALUE-ADDED TAX

- 26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Anica, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 26.2 In respect of foreign Services rendered:
 - the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

27 IMPORTANT NOTICE TO RESPONDENTS REGARDING NAYMENT

27.1 Method of Payment

The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

However, in addition to the of regoing the Respondent is invited to submit offers based on alternative methol of payment and/or financing proposals.

The Respondent is inquired to give full particulars of the terms that will be applicable to its alternative offer() and the financial merits thereof will be evaluated and taken into consideration when the bid is adjudicated.

The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.10 above. Failure to comply with clause 27.10 above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [Contractual Securities].

27.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax



Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

28 DELIVERY REQUIREMENTS

28.1 Period Contracts

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

28.2 Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

28.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Rid are required at short notice for immediate delivery, the Service Provider will be given first refusal for such business. If it is unable to meet the desired critical delivery period, translat reserves the right to purchase such services as may be required to meet the emerge by our side, the contract if immediate delivery can be offered from any other source. The "Total or Partial F flure to Perform the Scope of Services" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

29 SPECIFICATIONS AND COPYRIGHT

29.1 Specifications

The Respondent should note that, inless normed to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

29.2 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Territs and Conditions of Contract.

30 BIDS BOOL ON BEHALF OF FOREIGN RESPONDENTS

- 30.1 Bids ubmitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of



the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- If a Power of Attorney held by the South African representative or agent include matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- The Power of Attorney must authorise the South African representative or agent to choose the domicilium citandi et executandi as provided for in the Terms and Calditions of Contract.
- 30.5 If payment is to be made in South Africa, the foreign Service Provider Le. the principal, or its South African agent or representative], must notify Transnet in Writing Whather, for payment by electronic funds transfer [**EFT**]:
 - funds are to be transferred to the credit of the foreign dervice Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - funds are to be transferred to the credit of its south African agent or representative, in which case the name and branch of such ban shall be furnished.

31 CONFLICT WITH BID DOCUMENT

Should a conflict arise between the e General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall provail.

32 TRANSNET'S LIST OF EXCUDED TENDERERS (BLACKLIST)

- 32.1 All the citrulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Executement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.
- 32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The



- standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in consatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in that to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or in proper manner or in bad faith towards Transnet or any Government Department or towards are public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BSEF state, and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its rectness;
 - g, caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
 - a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;

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- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as tractic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National reasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Coop manufacture of Transnet SOC Ltd, whose decision shall be final.



ANNEXURE G: NATIONAL TREASURY (CSD)

Instructions on how to register for CSD (Central Supplier Data Base)

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2017/2017, which became effective on 1 May 2016, Transnet may invite only RFQs from any supplier after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by forwarding us with your National Treasury "MA" reference number.

- Step 1: Access the CSD site on https://secure.csd.gov.za/
- Step 2: Register a new CSD account https://secure.csd.gov.za/Account/Register
- Step 3: Receive an activation email and click activate account
- Step 4: Activate account by requesting and entering the OTP
- Step 5: Log in the CSD
- Step 6: Complete supplier identification information
- Step 7: Complete contact information
- Step 8: Complete address information
- Step 9: Complete bank account information
- Step 10: Complete tax information
- Step 11: Complete directors/members information (if non-CIPCompany)
- Step 12: Complete associations (if relevant)
- Step 13: Complete commodities information
- Step 14: Complete B-BBBEE information (future phase)
- Step 15: Maintain users
- Step 16: Complete notification information
- Step 17: Complete accreditations
- Step 18: Click on submit
- Step 19: A CSD supplier number and though registration reference number is auto-generated and communicated

PLEASE ATTACH PROOF OF APPLICATION / MEMBERSHIP NUMBER WHEN SUBMITTING THE TENDER DOCUMENT.



RFQ SITE MEETING

A COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:

Venue: No. 1 Anvil Road, Isando, 6th floor boardroom,

Time: 10:00 AM

Date: 18 August 2016

VERY IMPORTANT

The briefing session and site inspection meeting are compulsory and companies not attending **will be excluded** from the tendering process.

For direction to briefing, please contact Simon Matshika on 083 254 7836 Simon.Matshika@transnet.net

ATTENDANCE CERTIFICATE			
This is to certify that			
Representative/s of			
Has/have today attended the Tender briefing in respect of the proposed:			
s	TOUR ED ED SO DE DE SCENTATIVE		
TRANSNET'S REPRESENTATIVE	TENDERER'S REPRESENTATIVE		
DATE:D	ATE:		

ANY TENDERER NOT ATTENDING THE BRIEFING SESSION <u>WILL</u> AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

PLEASE BRANG THE VALID TENDER DOCUMENT ON THE DAY OF BRIEFING, ALSO ENSURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST TO SITE.

PLEASE NOTE THAT IF YOU DON'T BRING VALID TENDER DOCUMENT, SAFETY BOOTS AND REFLECTIVE VEST YOU WILL NOT BE ALLOWED IN THE BRIEFING SESSION AND ACCESS TO SITE.