



TRANSET FREIGHT RAIL , a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-KGG-19334**

**DESCRIPTION: CLEANING OF CULVERTS AND DRAINAGE CHANNELS BETWEEN VEERTIENSTROME-VRYBURG- MAFIKENG-RAMATLABAMA UNDER GEOGRAPHICAL AREA CONTROLLED BY KRUGERSDORP DEPOT ENGINEERING MANAGER FOR A PERIOD OF 2 MONTHS**

**FOR DIRECTIONS CONTACT: RONALD KALIMASHE 011 950 1238 / 083 574 6766**

**GPS COORDINATES : S 26° 07' 42.7" and E 27° 44' .28.0"**

**ISSUE DATE : 21 SEPTEMBER 2015**

**BRIEFING DATE : 29 SEPTEMBER 2015 (COMPULSORY MEETING)**

**BRIEFING TIME : 10:00**

**VENUE : KRUGERSDORP, MILLSITE**

**1 STATION STREET, INFRASTRUCTURE MAINTANANCE**

**DEPOT ENGINEERS OFFICE**

**CLOSING DATE : 06 OCTOBER 2015**

**CLOSING TIME : 10:00**

**OPTION DATE : 19 FEBRUARY 2015**

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING, ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE.**

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

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER NUMBER AND THE CLOSING DATE.**

## SECTION 1

### **CLEANING OF CULVERTS AND DRAINAGECHANNELS BETWEEN VEERTIENSTROME-VRYBURG- MAFIKENG-RAMATLABAMA UNDER GEOGRAPHICAL AREA CONTROLLED BY KRUGERSDORP DEPOT ENGINEERING MANAGER FOR A PERIOD OF 2 MONTHS**

#### **NOTICE TO BIDDERS**

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

**METHOD:** [post and/or courier]  
**CLOSING VENUE:** The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground Floor, Inyanda House 1, 71 Wellington Road, Parktown

#### **1 Responses to RFQ**

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

#### **2 Broad-Based Black Economic Empowerment [B-BBEE]**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be less than R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

#### **3 Communication**

Respondents are warned that a response will be liable for 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 written enquiries relating to the RFQ to the following Transnet employee:

Name: MPHOTO SITO Email: mphoto.sito@transnet.net

Telephone: 011 584 1068

RFQ for Cleaning of culverts and drainage channels between veertienstrome-Vryburg-Mafikeng-Ramatlabama under Geographical area controlled by Krugersdorp Depot Engineering Manager

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011 544 9486

Email: Prudence.Nkabinde@transnet.net

#### **4 Legal Compliance**

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

#### **5 Changes to Quotations**

Changes by the Respondent to its submission will not be considered after the closing date and time.

#### **6 Pricing**

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

#### **7 Prices Subject to Confirmation**

Prices quoted which are subject to confirmation will not be considered.

#### **8 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

#### **9 Disclaimers**

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. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

## 10 Specification/Scope of Work

DESCRIPTION: CLEANING OF CULVERTS AND DRAINAGE CHANNELS BETWEEN VEERTIENSTROME- VRYBURG-MAFIKENG-RAMATLABAMA UNDER GEOGRAPHICAL AREA CONTROLLED BY KRUGERSDORP DEPOT ENGINEERING MANAGER FOR A PERIOD OF 2 MONTHS

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

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

**CLEANING OF CULVERTS AND DRAINAGE CHANNELS BETWEEN VEERTIENSTROME- VRYBURG-MAFIKENG-RAMATLABAMA UNDER GEOGRAPHICAL AREA CONTROLLED BY KRUGERSDORP DEPOT ENGINEERING MANAGER FOR A PERIOD OF 2 MONTHS**

**CLOSING VENUE: Tender Box, ground floor, Inyanda House 1, 21 Wellington Road, Parktown**

**CLOSING DATE & TIME: 06 October 2015 AT 10:00**

**VALIDITY PERIOD: 19 February 2016**

**SCOPE OF WORKS FOR CLEANING OF CULVERTS AND DRAINAGE CHANNELS  
BETWEEN VEERTIENSTROME-VRYBURG- MADIBOGO-MAFIKENG-  
RAMATLABAMA RAILWAY LINE FOR KRUGERSDORP DEPOT**

**1. Scope of work**

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

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

**2. Location of the site**

- The site is located between Veertienstrome – Vryburg – Madibogo – Mafikeng – Ramatlabama Railway lines in the Northwest Province.

**3. Duration of contract**

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

#### 4. Site meetings

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

#### 5. Safety

- Transnet Freight Rail is the organisation that strictly complies with safety.
- For the purpose of this contract safety file is required before the commencement of work.
- The safety file should be submitted to the Technical Officer 2 days before starting the work.
- Safety induction should be conducted before the commencement of the works.
- Safety induction does not give the supplier the right to start to work.
- Personal protective equipment required: (Reflective vest, Safety boots, Dust mask)
- A valid medical of fitness certificates of the operators, first aider and SHE rep are required for this contract.

#### 6. Responsibility of Transnet Freight Rail

- Arrangement with landowners and statutory authorities regarding access and other statutory requirements
- Arrange occupations if required.
- Inspect the works after being finished.

#### 7. Responsibility of the Contractor

- The contractor will provide all labour and all plant required for the completion of the works.
- All arrangements regarding water and sanitation requirements for the duration of the contract are upon contractor to arrange.
- The Contractor must make his own arrangement for accommodation of his staff, only accommodation of night watchmen will be allowed on site.
- Where services are encountered below the surface during the course of the excavation, such should be communicated to the relevant Transnet Freight Rail representative or to the Project Manager. The contractor shall take all reasonable measures to ensure that careless damage to services and other property is avoided, failure of which the replacement or repair therefore will be to the contractor's account.

- Prior approval of the Project Manager to be sought before destroying or disturbing any part of the environment for stockpile, spoil or for any other purpose.
- For payment purposes, the onus shall lie with the contractor to ensure that all quantities are measured and agreed with the Project Manager or any such person that may be delegated by the Project Manager.
- The contractor must safeguard the surrounding, adhere to PPE (Personal Protective Equipment), to have first aid box kit on site at all time and supply the neat and tidy completed area.

#### 8. Penalties

- A penalty of 0.05 percent per day will apply for the late completion of the contract but exception will be considered for the rainy days.

#### 9. Payment Certificate

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

#### 10. Site Instruction Book and Diary

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

#### 11. Defects Liability Period

- Defects liability period will not apply on this contract.

**ANNEXURE A****CLAUSE BY CLAUSE COMPLIANCE DECLARATION FORM**

**CLEANING OF CULVERTS AND DRAINAGE CHANNELS BETWEEN VEERTIENSTROME-  
 VRYBURG- MAFIKENG-RAMATLABAMA UNDER  
 GEOGRAPHICAL AREA CONTROLLED BY KRUGERSDORP DEPOT ENGINEERING  
 MANAGER FOR A PERIOD OF 2 MONTHS**

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

Noted is to be applied against statements and either of the other responses for other clauses. Where either Compliance or Do not comply is applied, remarks as to the reason for the deviation from the requirement are required.

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

Clause	Description	Comply or Do not comply	Reason for Deviation
1.1	Scope of Specification		
1.1.1	Clearing and preparation of site for the actual work		
1.1.2	No work is to be done on top of the culvert or pipe next to the railway line		
1.1.3	The property adjacent to the Transnet Freight Rail reserve mail not be entered without prior permission from the technical officer		
1.1.4	Culverts or pipes to be cleaned in such a way as to permit the free-flow of water through the culvert to its maximum capacity, water must not be able to dam in the culvert or pipe		
1.1.4	The soil removed from the culvert and ditch must not be dumped in heaps, but must be worked flat		



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1.1.5	All chopped down vegetation must be removed from the cleaned area and packed in a suitable position next to the fence and tramped flat		
1.1.6	The culverts or pipes are not built to the same standard, the technical officer may give additional instructions owing to unique circumstances		
1.1.7	The height of the vegetation must varies from 0.1 m to 0.3 m		
1.1.8	The hand methods must be used for cleaning of all debris in culverts and pipes including cutting of vegetation at phases of inlet and outlet		
1.1.9	The TLB / ROB CAT will be required on the culverts and drainage channels that will be pointed out by the technical officer		
1.1.10	Contractor to provide any necessary tools for cleaning		
1.1.10	The cleaning of channels will include the removal of soil, rocks, and the trees		
1.1.11	The contractor shall meet all the requirements for technical criteria		

Company Name: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_ Signature: \_\_\_\_\_

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**11 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until 19 FEBRUARY 2016.

**12 Disclosure of Prices Quoted**

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

YES  NO

**13 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

**14 Evaluation Criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

**Phase 1: Administrative responsiveness - Completeness of response and returnable**

**Documents:-**

- Letter of good standing
- Project Plan Organogram ( project team organogram t be submitted)
- Risk/ safety plan

**Substantive Responsiveness Test (Mandatory Documents):-**

**Phase 2: Pre-qualification (functionality)**

- Work program ( True reflection of work programme to be submitted on Microsoft project or Gant Chart)
- Compliance to specification clause by clause declaration

**Bidders must obtain minimum threshold of 100% on functionality in order for them to go for Pricing and BEE Stage. Bidders who failed to obtain 100% on Functionality will automatically be disqualified.**

**Phase 3: COMMERCIAL (80/20** in respect of price and preference claimed points)

Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 4 : Quotation Form/ Pricing	

b) In addition to the requirements of section (a) above Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

***Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

Essential Returnable Documents	Submitted [Yes or No]
- SECTION 3 : Attendance Certificate	
SECTION 5 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form	
- Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

**SECTION 3**

**RFQ SITE MEETING**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : **KRUGERSDORP, MILLSITE**  
**1 STATION STREET, INFRASTRUCTURE MAINTANANCE**  
**DEPOT ENGINEERS OFFICE**

Time : **10H00**

Date : **29 SEPTEMBER 2015**

The briefing session and site inspection meeting are compulsory and companies not attending **will be overlooked** during the tender awarding process.

**2.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

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

• .....  
.....

TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE : .....

DATE : .....

**VERY IMPORTANT**

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

### QUOTATION FORM

I/We \_\_\_\_\_  
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, 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.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

**"PREVIEW COPY ONLY"**

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**SECTION 4**

**Price Schedule**

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

**SCHEDULE OF QUANTITIES AND PRICING**

Item No	Description of Goods /Services	Quantity	Unit of Measure	Unit Price (ZAR)	Total Price (ZAR)
1	Site overheads	1	Item	R .....	R .....
2	<b>Earthworks</b> Cleaning of inle and outlet phases by removal and disposing of soil, rocks and vegetation to allow free flow of water 5 x 5 x 0.3 m both sides of culvert. Dimensions 15m x 198	M	1970	R .....	R .....
3	<b>Box culverts and Pipes</b> Removing, disposing of debris, all other foreign objects and cleaning inside the culverts pipes so that the water can be able to flow freely on the culverts and pipes.	No	198	R .....	R .....
4	<b>Plant</b> Reinstate the channel between boundary fences, culverts and along railway track by means of TLB / BOBCAT or where necessary by hand.	days	45	R .....	R .....
				<b>TOTAL PRICE EXCLUDING VAT:</b> R .....  <b>VAT: R .....</b>  <b>TOTAL PRICE INCLUDING VAT:</b> R.....	

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### COMPANY INFORMATION

STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

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**By signing this quotation form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd 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:**

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_



**SECTION 5**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

**BREACH OF LAW**

10. We further hereby certify that I/we ~~have~~ **have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

COMPANY EMAIL ADDRESS:

TELEPHONE NO:

_____	AS WITNESS:
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC