



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-VEG-18127

SUPPLY AND INSTALLATION OF BARBED WIRE FENCE AT VILJOENSDRIF STATION FOR A ONCE OFF PERIOD.

**FOR DIRECTIONS CONTACT: TSHOLOFELD NYAMWEGA 011 570 7109 OR
083 283 0167**

ISSUE DATE : 29 JUNE 2015
BRIEFING DATE : 08 JULY 2015 (COMPULSORY MEETING)
BRIEFING TIME : 10:00
**VENUE : TRANSNET FREIGHT RAIL, INFRASTRUCTURE
BUILDING CORNER KESWICK AND STORES,
GERMISTON**

CLOSING DATE : 14 JULY 2015
CLOSING TIME : 10:00 (PUNCTUALLY)
OPTION DATE : 20 NOVEMBER 2015

PLEASE BRING YOUR VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING OTHERWISE YOU WILL NOT BE ALLOWED TO ATTEND THE MEETING

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

SUPPLY AND INSTALLATION OF BARBED WIRE FENCE AT VILJOENSDRIF STATION FOR A ONE OFF PERIOD.

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, 21 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 not to exceed 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: Mohale Rapetswa Email: mohale.rapetswa@transnet.net
 Telephone: 011 584 0944



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.

RFQ for Supply and Installation of barbed wire fence at Viljoensdrif station for a once-off period



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.

The threshold for Technical/Functionality is 100%.

10 Specification/Scope of Work

Description: Supply and Installation of barbed wire fence at Viljoensdrif station for a one-off period.

<p>Transnet urges its clients, suppliers and the general public to report any fraud or corruption to</p> <p>TIP-OFFS ANONYMOUS: 0800 003 056</p>
<p>RFQ for Supply and Installation of barbed wire fence at Viljoensdrif station for a one-off period.</p> <p>CLOSING VENUE: Tender Box, ground floor, Inyanda House 1, 21 Wellington Road, Parktown</p> <p>CLOSING DATE & TIME: 14 July 2015 - 10:00</p> <p>VALIDITY PERIOD: 20 NOVEMBER 2015</p>



SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

11 Validity Period

Transnet desires a validity period of 30 [thirty] Business Days from the closing date of this RFQ.

This RFQ is valid until _____.

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.

Administrative responsiveness

- **Delivery Period** _____

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

- **Price Schedule and Clause by clause compliance schedule**
- **Safety Plan**
- **Work Programme**

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:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : 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 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Site meeting Form	
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]	

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.



SECTION 3

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.

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Price Schedule

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

TRANSNET SOC LIMITED
(REGISTRATION No. 1990/000900/30)
TRADING AS TRANSNET FREIGHT RAIL

SCHEDULE OF QUANTITIES

SCHEDULE OF WORK AND PRICES					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.	Site establishment	each	1		
2.	Site de- establishment	each	1		
3.	Removal of trees and rubble for 10m on either side of the fence i.e. scrubs, bushes, small grass and large.	km	10		
4.	Removal of old farm fence	km	10		
5.	Supply and installation of barbed wire fence	km	10		
				Sub total	
				14 % vat added	
				Total	

NOTE: The quantities given are provisional and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, on the sole discretion of the Engineer.

Respondent's Signature

Date & Company Stamp



SCOPE OF WORK

INFRA MAINTENANCE

SPECIFICATION

SUPPLY AND INSTALLATION OF NEW BARBED WIRE FENCE AT VILJOENSDRIF STATION.

Author:	Engineering Technician	Tsholefelo Nyamwaga
Approved:	Technical Support Manager	Luphumlo Ngubelanga
Authorised:	Dept. Engineering Freighting Depot	Lennox Ntsako
Date:	28/07/2015	

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Transnet SOC Ltd	Carlton Centre	P.O. Box 72503
Registration Number	150 Comradesway	Paroway, Johannesburg
1950/000900/30	Street	South Africa, 2122
	Johannesburg	T +27 11 308 3001
	2001	F +27 11 308 2638

Directors: M. Mkwana (Chairperson), B. Molefe (Group Chief Executive), M. Fanzulu (Finance), G. Gertsema (Operations & Assets), M. Shumba (Infrastructure Executive)

www.transnet.net

Group Company Secretary: ABC Gaba



TRANSNET SOC LIMITED
(REGISTRATION No. 1990/000900/30)
TRADING AS TRANSNET FREIGHT RAIL

PROJECT SPECIFICATIONS FOR:

SUPPLY AND INSTALLATION OF NEW 10KM BARBED WIRE FENCE AT VILJOENSDRIF.

1. SCOPE

This section covers specifications for the supply and installation of a new Barbed Wire fence for 10km at Viljoensdrif. The work must be done as specified and shall be complete in all respects.

2. DESCRIPTION OF WORK

- 2.1 Existing bush, trees and grass for 2m width (1m wide both sides) within the position of fence to be cleared in preparation for new fence installation.
- 2.2 Existing fence to be removed and disposed away from the site
- 2.2 Supply and install a 6 strand of 10km long barbed wire fence

3. WORK METHOD

- 3.1 Installation of new barbed wire type fence.
- 3.2 Round posts to be 100m apart and must be re-enforced with 0.3 X 0.3 X0.3 25MPA concrete.
- 3.3 Y Standards must be placed 10m apart.
- 3.4 Steel wire Droppers must be 2.0m apart.
- 3.5 The height of the fence must be 1.2m.
- 3.6 Double strand 2mm fully galvanised barbed wire (800m per roll).
- 3.7 Wire for binding (50kg, 1.6mm).
- 3.8 Clearing of grass and trees for 2m wide where the fence will be installed for 10km.
- 3.9 Six strands must be binded to each dropper and the Y standard.



4. THE SITE

The site shall be presented at the end of the contract period in a clean condition and environmentally safe. Site is easily accessible.

No fires will be allowed on site, as this is a high-risk area.

5. DURATION OF THE CONTRACT

The duration of the contract will not be longer than **45 days** from the date of commencing.

6. TO BE SUPPLIED BY TRANSNET

Transnet will have a Technical Officer available for the supervision of work.

Transnet will supply security for the best interest of Transnet's assets. Transnet will not be responsible for any loss or damage to the contractor's equipment or material. Transnet will only take ownership of fence after final completion certificate have been issued to the contractor.

7. TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall supply all other necessary material, labour, transport, tools, plant, machinery, consumables, accommodation, etc. necessary to effect the standard of the work required. The cost to provide the required labour will be included in the tendered rates and no separate payment will be made. The contractor must be available for work from 07:00 to 17:00, Monday to Friday and must consult the technical officer before working on weekends.

8. PENALTIES

The contract will commence not later than two weeks after the signing of the contract.

If the work is not completed within the stipulated time, a penalty of **R 250, 00 per day** or part thereof will be imposed for late completion.



9. SAFETY

9.1 The contractor shall in particular comply with the following Acts:

The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993.

The Occupational Health and Safety Act, 1993(Act 85 of 1993).

9.2 A safety file to be submitted to the technical officer after the signing of the contract.

9.3 Medical fitness certificates of all the people who will be working on the contract will be required.

9.4 The contractor and all his employees must undergo a standard Transnet safety induction before working on site and be issued with a site access certificate.

9.5 All work will be done away from the railway line.

9.6 The contractor will ensure that a competent supervisor will oversee the safe running and completion of the works and related activities.

9.7 The contractor will issue all workers employed by him with the necessary protective clothing applicable to the type of work being performed.

9.8 The Contractor will be responsible to prevent fires, which could be caused by his personnel

10. INSURANCE OF WORKS

10.1 The contractor will arrange his own insurance for the duration of the contract.

10.2 The obligation to look after the contract work and everything connected therewith shall rest solely with the contractor who shall take all necessary precautions to protect the public, the property of the public, the property and personnel of Transnet and all other persons on terrain from injury. The contractor must also protect adjoining properties from trespass or damage during the progress of the work. The contractor shall also be liable to compensate any person who may suffer damages, recoverable in law, from the contractor and/or from Transnet, by reason of the said work, and hereby indemnifies Transnet Limited against any claims that may be made by any person whatsoever in respect of any damages or any other losses which may be incurred by such person.

11. SITE INSPECTION

The contractor will attend all site meetings covered by the Technical Officer. Such meetings will be for the purpose of discussing progress, delays, materials, conditions, specifications, etc. The meeting will



be held under the chairmanship of the Technical Officer. Delays, if any, to the approved works program will be minuted or otherwise recorded as "Nil".

12. SITE BOOKS

The contractor will provide two triplicate A4 books namely a site instruction book and a daily diary on site for the duration of the contract.

The site instruction book will be used by the Technical Officer for issuing instructions to the contractor.

In the daily diary the contractor will record a detailed description of the work done on a daily basis including the work force and equipment involved.

These books will not be removed from the site without the permission of the Project Manager.

13. PROVISION OF COMMUNICATION

The Contractor will ensure that the supervisor on site has a reliable cellular phone for communication. The cell phone will be kept on at all times during the execution of the works. The phone battery will be charged at all times. The cellular phone number will be made available to the Project Manager prior to the commencement of the works. Any changes to the cell phone number will be communicated to the Project Manager by a written correspondence that will include the reason for the change.

14. PROTECTION OF WORK PLACES

The contractor will be responsible for the safety, accommodation and security of his/her personnel, material and equipment as well as the fence until it is handed over to TFR.

15. FINAL INSPECTION OF THE WORK

A final inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory and Transnet land is left in the same condition as found, a Certificate of Completion will be issued and the Contract will be considered completed.

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It is the duty of the contractor to send a copy of the hand over certificate that has been certified as correct by the Engineer, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

16. MEASUREMENT AND PAYMENT

Payment will be made after the completion of the work according to the actual measurements that have been accepted by the Technical Officer in the site diary and in terms of this contract and according to the Schedule of Quantity of this specification against a statement submitted by the contractor and approved and certified by the Manager.

Payments to the Contractor will be made upon approval and certification by the Project Manager of the amounts claimed.

The Technical Officer will issue Certificates only when he is satisfied that the Contractor has in fact, satisfactorily carried out the work. The Manager will satisfy himself by a study of the reports rendered by the Contractor or by inspection of the works or by a combination of both methods. Failure on the part of the Contractor to render the reports is liable to be considered by the Manager as sufficient ground for refusing to issue Certificates for Payment.

17. HANDING OVER OF WORK PLACES

Handing over of workplace will be done as soon as the work has been satisfactorily completed. Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager and the contractor.

The hand over certificate will be completed by the Project Manager and certified by the contractor as correct and sent together with the relevant pages of the site diaries to the office of the Depot Engineer for payment.



CLAUSE BY CLAUSE COMPLIANCE SCHEDULE

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

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

DESCRIPTION	Comply/Not Comply	Explanation/Deviation/Reason
1.		
2.		
3.1		
3.2		
3.3		
3.4		
3.5		
3.6		
3.7		
3.8		
3.9		
4.		
5.		
6.		
7.		
8.		
9.1		
9.2		
9.3		
9.4		
9.5		
9.6		
9.7		
9.8		

Respondent's Signature

Date & Company Stamp



10.1		
10.2		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

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Respondent's Signature

Date & Company Stamp



SECTION 4

RFQ SITE MEETING

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

Venue : **CORNER KESWICK & STORES
GERMISTON**

Time : **10H00**

Date : **08 JULY 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



DELIVERY SCHEDULE

Tenderers are further required to indicate the turnaround times from receipt of Order to delivery.

_____ Days/Weeks/Months

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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: _____

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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____

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