



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMPG311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

ISSUE DATE	:	07 JUNE 2011
CLOSING DATE	:	28 JUNE 2011
CLOSING TIME	:	10H00
OPTION DATE	:	30 SEPTEMBER 2011

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

Respondents Signature

Date & Company Stamp



RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. Background, Overview and Scope of Requirements
3. Quotation Form
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. Schedule of Rates
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of Information Briefing Session
10. Schedule of Plant
11. Minimum Communal Health Requirements (E4B)
12. Safety Arrangements and Procedural Compliance (E4E) with Safety questionnaires
13. Suppliers Code of Conduct
14. Non-Disclosure Agreement
15. Addendum No. 1: to the E7/1 (July 1998)
For works on, over, under or adjacent to railway lines and near high voltage equipment
16. Supplier Declaration form

Respondents Signature

Date & Company Stamp



SECTION 1

RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

NOTICE TO BIDDERS

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

On or after **07 June 2011** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of **R50, 00** (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; **EMPG311** and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until **15h00 on 17 June 2011**

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Infrastructure Maintenance Boardroom 262; Malahle House; No. 4 Kiewiet Street; Empangeni on the **20 June 2011, at 10h00**

- Respondents failing to attend the compulsory information briefing session will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
- Respondents to provide own transportation

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

For specific queries before the closing of the RFQ, the following Transnet Freight Rail employee(s) may be contacted by email only:

Name	:	Sophie Goldstone
Division	:	Transnet Freight Rail, (SCS) Procurement
Email	:	Sophie.Goldstone@transnet.net

Respondents Signature

Date & Company Stamp



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

RFQ No	: EMPG311
Description	: Planting of kilometer Poles between Empangeni and Golela line
Closing date and time	: 01 June 2011 at 10h00
Closing address	: (refer options paragraph 4 below)

3. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to The Secretary, Transnet Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

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

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

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

Respondents Signature

Date & Company Stamp



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

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

4. Please note that this RFQ closes punctually **at 10:00 on Tuesday 28 June 2011**.
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
7. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
9. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
10. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

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

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

Respondents Signature

Date & Company Stamp



TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Respondents Signature

Date & Company Stamp



Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

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

R.....

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

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

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

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

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

DTI BBBEE UNIQUE PROFILE NUMBER:

.....

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

13. COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of this RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing

Respondents Signature

Date & Company Stamp



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

14. RFQ SCHEDULE

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

15. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest BBBEE Certificate;
 - Respondent's valid Tax Clearance Certificate.

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-RFQ negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

Respondents Signature

Date & Company Stamp



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

<p align="center">FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN A QUOTATION BEING REJECTED</p>
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18. DISCLAIMERS

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

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

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

19. LEGAL REVIEW

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

Respondents Signature

Date & Company Stamp



Respondents to complete this section:

NAME OF RESPONDENT

PHYSICAL ADDRESS

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption
on the part of Transnet's employees to**

TIP-OFFS ANONYMOUS : 0800 003 056

Respondents Signature

Date & Company Stamp



SECTION 2

RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

PART A: GENERAL

A.1 SCOPE OF WORK

A.1.1 NATURE OF WORK

This section covers, specifically, the planting of km poles in Golela line (GFB).

A.1.2 LOCATION OF SITES AND ACCESS

The area covered by this contract will be Golela line
Access to site by means of TRANSNET FREIGHT RAIL Maintenance roads.

A.2 INTERPRETATION

For the purpose of this contract, Manager means the person appointed by the Depot Engineer, Empangeni or any person lawfully acting in that capacity. Manager's representative means the Section Track Inspector or any person appointed by him.

A.3 CONTRACT PERIOD

The duration of work will be approximately six (6) months.

Respondents Signature

Date & Company Stamp



A.4 PRELIMINARY AND GENERAL

A.4.1 Provision in the Schedule of Quantities and Prices.

Provision is to be made in the Schedule of Quantities and Prices for lump sums to cover the Contractor's cost to supply, commission, maintain and eventually remove plant, tools, equipment and to comply with any other obligations of a preliminary and general nature in terms of the contract. The sum tendered shall cover the Contractor's direct and overhead cost, profit and all other cost for the provision of the item and/or compliance with the obligations, liabilities, risk and requirements associated with the item.

A.4.2 Scheduled fixed charge item.

A.4.2.1 Initial financing & Site Establishment

The sum tendered shall cover the cost to provide, establish, equip and commission on the site any needed facilities to allow the work to commence.

A.4.3 Scheduled Time-related items.

A.4.3.1 Continuing finance charges and operating of facilities.

The sum tendered shall cover all the Contractor's time-related cost to provide security, insurance, public liability, unemployment Insurance, continued compliance with the Workmen's Compensation Act, maintenance and operation of Contractor's cost for site facilities, supervision, company and overhead cost and any other obligations which are required for the proper execution of the work.

A.4.3.2 Payment for time-related items.

Payment for time-related items will be effected as follows:

After payment for the fixed charge item has been made, payment will be made on claims submitted by the Contractor of work done up to the 30th of each month.

A.4.4 Adjustment to Preliminary and General

Payment of amounts in respect of all preliminary and general items shall not be subject to price adjustment in accordance to clause A.6.

Respondents Signature

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A.5 SCHEDULE OF QUANTITIES AND PRICES

The quantities in the schedule of Quantities and Prices are estimated and may be more or less than stated. The Contractor must submit with his tender a complete and detailed Schedule of Prices (prepared in black ink) for the work.

A.6 CONTRACT PRICE AND ADJUSTMENT FACTOR

- A.6.1 Value-added tax in terms of the Act no. 89 of 1991 shall not be included in the tendered rates.
- A.6.2 No contract price adjustment will be applicable.
- A.6.3 Transnet Freight Rail reserves the right to reduce quantities in order to meet budget constraints or time limitations.

A.7 WORK PROGRAM

The Manager's Representative, depicting the priorities for the various items, has provided a schedule of work. It must be used by the Contractor to arrange his monthly maintenance program in conjunction with the Manager's representative as occupation requests are involved. The Contractor shall acquaint himself with the occupations requested and ensure that the labour is sufficient for the task.

A.8 TO BE SUPPLIED OR UNDERTAKEN BY TRANSNET FREIGHT RAIL

All material associated with the track work will be supplied by the Manager's representative with timeous request thereof by the Contractor.

Protection of the workplaces will be done by the Contractor.

A.9 OCCUPATIONS

As a general arrangement, the Project Manager will arrange for 8 hour "Between Trains" occupation.

A.10 SITE BOOKS

- A.10.1 The Contractor shall provide a duplicate site diary and site instruction book in the site office.



A.10.2 The site instruction book shall be for the sole use of the Manager or his appointed representative.

A.10.3 The site diary shall be completed by the Contractor with detail description of work done on a daily basis. Detail regarding labour, plant and resources to be recorded.

A.11 COMPLIANCE WITH STATUS AND SAFETY RULES

A.11.1 The Contractor shall comply with all applicable legislation and Transnet safety rules which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the Contract.

A.11.2 The Contractor shall, in particular, comply with the following acts:

- i) The Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993; the Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the act.
- ii) The Occupational Health and Safety Act, 1993 (Act 85 of 1993). The Contractor is in terms of section 37(2) of Act No 85 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed, and machinery and plant used, in accordance with the provisions of the said Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2) (Act 85 of 1993) the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

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A.12 INSURANCE OF WORKS

The Contractor shall arrange all insurance necessary for the works.

A.13 SITE FACILITIES

A.13.1 The Contractor shall arrange for his own site office and facilities.

A.13.2 The Contractor shall make his own arrangements for accommodation of his employees and all costs shall be included in his rates tendered. The accommodation of his employees shall be in accordance with the requirements of the Local Authorities.

A.13.3 Pitching of a tool shed on Transnet Freight Rail premises will be allowed where required.

A.14 MEASUREMENT AND PAYMENT

A.14.1 No escalation will be accounted for and provision must be made for in the tendered rates.

A.14.2 All measurements to ascertain the monthly progress of the work shall be undertaken by the Contractor and checked by the Manager. The Contractor may be called upon to present his quantity calculations for each item at the discretion of the Manager.

A.14.3 If the specifications or drawings provide for any item which is not separately listed in the Schedule of Prices, such item shall be considered as an integral part of the work/structure and its cost shall be included in the rates for the related item in the Schedule of Prices.

A.14.4 The amounts tendered in the Schedule of Prices shall include for all labour, plant, materials and equipment of whatever nature required to provide, construct or undertake the specified items.

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Date & Company Stamp



A.15 APPLICABLE SPECIFICATIONS

The following specifications shall be regarded as being embodied in the specification.

- A.15.1 E4B : Minimum Communal Health Requirements in areas outside the jurisdiction of a local authority.
- A.15.2 E4E : Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.
- A.15.3 E7/1 : Specifications for works on, over and adjacent to Railway lines and near high voltage equipment.

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Date & Company Stamp



PART B: PROJECT SPECIFICATION

SPECIFICATIONS FOR OFF-TRACKWORK

B.1 SCOPE OF WORK

This part covers the technical specifications to Plant km poles in the Empangeni district at Golela line.

B.2 SPECIFICATIONS AND DRAWINGS FOR THE MAINTENANCE WORK

- | | | | |
|-------|------------|---|-------------------------|
| B.2.1 | E10 GEN | : | General. |
| B.2.2 | E10/2 | : | Plant km poles |
| B.2.3 | Annexure A | : | Location of work sites. |

B.3 PROTECTION OF WORK PLACES

- B.3.1 Protection of the workplace will be done by flagmen supplied by the Contractor and Passed by Transnet Freight rail, and he shall ensure that the protection is set out before work commences.
- B.3.2 All occupations of the track must be requested by Contractor and to be co-ordinated by Transnet Freight Rail.

B.4 RESOURCES

B.4.1 PLANT AND EQUIPMENT SUPPLIED BY CONTRACTOR.

The Contractor must provide his own vehicles, trolleys, wheelbarrows, handheld equipment like crowbars, shovels and ballast forks, poinjars, stumecs and all other small plant and protective clothing to ensure the proper and safe execution of the work. Failure in this regard shall not be tolerated and the Contractor shall be refused to commence work on such day.

B.4.2 LABOUR SUPPLIED BY CONTRACTOR

- B.4.2.2 The Contractor to ensure that all workers are equipped with protective clothing and that it is used at all times while executing the work. (No red clothing allowed).
- B.4.2.3 All workers, as well as supervisors, to undergo the safety and Electrical awareness courses provided by Transnet Freight Rail. Transnet Freight Rail will pay for the course and the duration is one day.

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Date & Company Stamp



B.5 MATERIAL

- B5.1 All the perway material will be supplied by Transnet Freight Rail and should not be included in the tendered rates.
- B5.2 All material to be picked up next to Railway station and transported to site by the Contractor. The Contractor will be held responsible for the protection and safe-keeping of the material.
- B5.3 The Contractor must account for all surplus or damaged material. Any shortage will be to the Contractors account based on purchase price + 15%.
- B5.4 The Contractor will be responsible for the loading /off-loading of released material and the transportation thereof to the nearest station.

B6 WORK PROCEDURES

B6.1 PLANTING OF KILOMETRE POLES

- B6.1.1.1 Work to be done according to the E10/2 specification and involves the planting of kilometre poles.
- B6.1.1.2 Plant kilometre poles
- B6.1.1.3 All released material to be transported to nearest railway station.

B6.2 KILOMETRE POLE

- B6.2.1 Planting of km pole between Empangeni - Golela.

B7 TOLERANCES

- B7.1 All track work to comply with the standards lay down in the Specification E10 Gen. Item 6.

B8 HANDING OVER OF WORKPLACES

- B8.1 Handing over of workplaces will be done after the work has been satisfactorily completed. This will take place after the removal of all released and surplus material.
- B8.2 Handing over inspections will be convened on an ad-hoc base as communicated by both parties. The interval between inspections will at no time to exceed two (2) weeks.
- B8.3 The Contractor shall prepare any inspection method as requested by the Manager and will be responsible for reinstating the inspected area to the original design thereafter.
- B8.4 All workplaces to be cleared from all debris, boxed in and trimmed.

Respondents Signature

Date & Company Stamp



B9 MEASUREMENT AND PAYMENT

B9.1 PLANTING OF KILOMETRE POLES.

The unit of measurement shall be the number of poles. The tendered rate shall include the following:

- B9.1.1 Load, transport and off-load of S/H material from Railway stations to work site.
- B9.1.2 Load, transport, off-loading and stacking of released material at designated locations.

22. GENERAL INFORMATION

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

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

23. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES	
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NO	
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24. SERVICE LEVELS

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

Respondents Signature

Date & Company Stamp



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

Accepted:

YES		NO	
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25. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

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

Accepted:

YES		NO	
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If "yes", please specify.

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

<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Respondents Signature

Date & Company Stamp



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26. RISK

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

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

.....

.....

.....

Respondents Signature

Date & Company Stamp



.....

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

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

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

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

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

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

27. REFERENCES

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

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

Respondents Signature

Date & Company Stamp



28. EVALUATION CRITERIA

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

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

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

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

30. INDEMNITY CLAUSE:

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

Respondents Signature

Date & Company Stamp



SECTION 3

RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

QUOTATION FORM

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

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

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

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

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

Respondents Signature

Date & Company Stamp



- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence), together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

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

Respondents Signature

Date & Company Stamp



VALIDITY PERIOD

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

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

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

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

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

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

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

Date & Company Stamp



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

REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name
Address

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

YES	
-----	--

NO	
----	--

Respondents Signature

Date & Company Stamp



DECLARATION

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

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

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

PRICE REVIEW

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

Respondents Signature

Date & Company Stamp



RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1
Background overview – Section 2
Quotation Form – Section 3
Resolution of Board of Directors (Respondent's Representative) - Section 4
Certificate of Acquaintance with RFQ Documents – Section 5
Schedule of Rates - Section 6
General Tender Conditions - Form CSS5 – Section 7
Conditions of Contract - Form US7 – Section 8
Certificate of attendance of Information Briefing – Section 9
Schedule of Plant and Equipment – Section 10
E4B – Minimum Health Requirements – Section 11
E4E –Safety arrangements and Procedural compliance with questionnaires–Section 12
Supplier code of conducts – Section 13
Non-Disclosure Agreement – Section 14
Addendum No. 1: to the E7/1 (July 1998) – Section 15

Transnet Supplier Declaration/Application – Section 16
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)
Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
Certified Copy of Share Certificates of Shareholders, CK1
A Letter with the company's letterhead confirming physical and postal addresses
Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)
Satisfactory proof of company qualifications
Letter of Good Standing with the Compensation Commissioner

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

Respondents Signature

Date & Company Stamp



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED a _____ this _____ day of _____ 2011.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondents Signature

Date & Company Stamp



SECTION 4

RFQ NUMBER EMPSG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company_____

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

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

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondents Signature

Date & Company Stamp



SECTION 5

RFQ NUMBER EMPG311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

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

SIGNED at _____ on this _____ day of _____ 2011.

WITNESS: _____

SIGNATURE OF RESPONDENT

Respondents Signature

Date & Company Stamp

RFQ NUMBER EMP5G311

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	PRELIMINARY AND GENERAL				
1.1	<i>Establishment</i>	Sum	1		
1	Planting Of Kilometre Poles		420		
2	Dig 1m deep holes		420		
				GROSS TOTAL	
				14% VAT	
				TOTAL AMOUNT	

Date & Company Stamp



SECTION 7

RFQ NUMBER EMPG311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 8

RFQ NUMBER EMPG311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

**Respondents should note the obligations as set out in
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."

Respondents Signature

Date & Company Stamp



SECTION 9

RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.

2.

Representative(s) of

(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of
this RFQ on2011.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

Respondents Signature

Date & Company Stamp



SECTION 10

RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

SCHEDULE OF PLANT

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

(i) Plant immediately available for work tendered for :

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

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

Respondents Signature

Date & Company Stamp



SECTION 11

RFQ NUMBER EMP311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 12

RFQ NUMBER EMPG311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH SAFETY
QUESTIONNAIRES**

Refer Form E4E attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 13

RFQ NUMBER EMPG311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

Suppliers Code Of Conduct

"Preview Copy Only"

Respondents Signature

Date & Company Stamp

delivering on our commitment to you

Suppliers Code of Conduct



Respondents Signature

Date & Company Stamp

Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.





- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



Respondent's Signature

Date & Company Stamp



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056

Responsible Signature

Date & Company Stamp



SECTION 14

RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2011

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) whose registered office is at [.....]

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

"**Agents**" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

"**Confidential Information**" means Information relating to one party (the "Disclosing Party") and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the "Receiving Party") or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

Respondents Signature

Date & Company Stamp



- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“Group” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“Information” means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;

“Proposal” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
 - (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights

Respondents Signature

Date & Company Stamp



or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement

3. Records and return of Information

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

- (i) Return all written Confidential Information (including all copies); and
- (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. Duration

Respondents Signature

Date & Company Stamp



The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

6. Principal

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

7. Representations

7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.

7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

10.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

10.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

Respondents Signature

Date & Company Stamp



- 10.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 This Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

[Insert company name]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

Respondents Signature

Date & Company Stamp



SECTION 15

RFQ NUMBER EMPG311

**PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE
FOR A PERIOD OF 6 MONTHS**

Addendum No. 1: to the E7/1 (July 1998)

For works on, over, under or adjacent to railway lines and near high voltage equipment

Refer to Annexure attached hereto.

Respondents Signature

Date & Company Stamp



SECTION 16

RFQ NUMBER EMPG311

PLANTING OF KILOMETER POLES BETWEEN EMPANGENI AND GOLELA LINE FOR A PERIOD OF 6 MONTHS

Supplier Declaration 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
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and 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 creation process.**
- *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 in 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 black 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.

Respondents Signature

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- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is 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. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent 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 *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal							

Respondents Signature

Date & Company Stamp



Address				Code	
Physical Address				Code	
Contact Person					
Designation					
Telephone					
Email					
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million
Does Your Company Provide	Products		Services		Both
Area Of Delivery	National		Provincial		Local
Is Your Company A Public Or Private Entity	Public			Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes			No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)					

BEE Ownership Details

% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate	Yes	No			
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ	Permanent		Part time		

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation

Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath

Name		Date	
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.

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2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *								
<R20k	>R20k <R0.3m	>R0.3 m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *	

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES		NO	

Respondents Signature

Date & Company Stamp



3.2 If Yes state its previous name:*

Registered Name	
Trading Name	

3.3 Who were its previous owners / partners / directors?*

SURNAME & INITIALS	ID NUMBERS

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITI- ZENSHIP	DIS - ABLED HDI	GENDER	DATE OF OWNERSHI P	% OWNE D	% VOTIN G

**3.5 List details of current directors, officers, chairman, secretary etc.
of the firm: ***

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

**3.6 List details of firms personnel who have an ownership interest in
another firm: ***

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Respondents Signature

Date & Company Stamp



4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Permane nt						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personele

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
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4.2.2 Is your company a recipient of Enterprise Development Contributions?*

YES		NO	
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4.2.3 May the above mentioned information be shared and included in Transnet Supplier Data

Respondents Signature

Date & Company Stamp



future reference? *			
YES		NO	

4.2.4 If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *

YES		NO	
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4.2.5 If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Permane nt						
Part Time						

4.2.6 In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7 Are any of your members/shareholders/directors ex employees of Transnet?

YES		NO	
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4.2.8 Are any of your family members employees of Transnet?

YES		NO	
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4.2.9 If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Internal Transnet Departmental Questionnaire (for office use only)

Respondents Signature

Date & Company Stamp



Section 1: To be completed by the Transnet Requesting / Sourcing Department					
TFR	TRE	TPT	TPL	TNPA	TRN
Creat	Amen	Block	Unblo	Once-Off / Emergency	
Exte	Delet	Undel			
Supplier's trading name					
Supplier's registered					
Please indicate if the Supplier has a contract with sourcing Transnet OD				Yes	No
If yes please submit a copy of the letter of award					

a) What is being procured from the supplier?

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is YES to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant PAYE questionnaires have been forwarded to the appropriate Transnet Operational Divisions' decision making bodies / Strategic Supply Management team for a directive / decision on tax withholding from payments to this supplier.

Yes	No
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c) If your reply to (b) is "NO", please furnish

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Respondents Signature

Date & Company Stamp



Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
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Section 2: To be completed by the BEE Department (this section is for

NARROW BASED				BROADBASED (BBBEE)				
BEE O	BWB	DP	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	
		Y	Y	Y	Y	M	M	D	D	

Respondents Signature

Date & Company Stamp