



TRANSNET FREIGHT RAIL , a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No HOAC-HO-18566

FOR THE PROVISION OF SITE ASSESSMENT FOR THE PROPOSED REMEDIATION AT TRANSNET FREIGHT RAIL CONTAMINATED FUELLING SITES FOR A PERIOD OF NINE (9) MONTHS.

ISSUE DATE: 27 JULY 2015
BRIEFING DATE: 03 AUGUST 2015 (COMPULSORY MEETING)
BRIEFING TIME: 10:00
VENUE: TRANSNET FREIGHT RAIL, INYANDA HOUSE 2, PARKTOWN
MANTSHI C BOARDROOM, GROUND FLOOR
CLOSING DATE: 13 AUGUST 2015
CLOSING TIME: 10:00
OPTION DATE: 30 NOVEMBER 2015

PLEASE BRING A VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING OTHERWISE YOU WILL NOT BE ALLOWED TO BE PART OF 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

FOR THE PROVISION OF SITE ASSESSMENT FOR THE PROPOSED REMEDIATION AT TRANSNET FREIGHT RAIL CONTAMINATED FUELLING SITES FOR A PERIOD OF NINE (9) MONTHS.

NOTICE TO BIDDERS

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

METHOD: [post and/or courier]

CLOSING VENUE: The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the
Ground Floor, Inyanda House 1, 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 to be less than R1 000 000 (all applicable taxes included); and therefore the 9/10 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: Engedzani Mundalamo

Email: engedzani.mundalamo@transnet.net

Telephone: 011 584 0782

RFQ for the site assessment for the proposed remediation at TFR contaminated fuelling site

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

Telephone: 011 544 9486

Email: Prudence.Nkabinde@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

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

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

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

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

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

10 Specification/Scope of Work

Description: SITE ASSESSMENT OF THE PROPOSED REMEDIATION AT TFR CONTAMINATED FUELLING SITES

TENDER SPECIFICATIONS

THE APPOINTMENT OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER/S TO CONDUCT SITE ASSESSMENTS FOR THE PROPOSED REMEDIATION AT TRANSNET FREIGHT RAIL CONTAMINATED FUELLING SITES.

1. PURPOSE OF THE CONTRACT

- 1.1 The purpose of the contract is to arrange for the provision of an independent Environmental Assessment Practitioner/s to undertake site Assessments required in terms of Part 8 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (Waste Act).
- 1.2 The incumbent Environmental Assessment Practitioner/s will be required to comply with the specific requirements of the above-mentioned Act on behalf of Transnet Freight Rail by compiling and submitting to TFR the Phase 2 Site Assessment Reports to address the extent of site pollution at fuelling sites, environmental impacts of the future clean-up proposal, identification and assessment of the best available clean-up techniques not exceeding excessive costs (BETNEEC). The assessment process will determine the extent of contamination in terms of depth and dimensions quantify contaminated soil in terms of tons and cubic meters and specify the amount of soil that is supposed to be remediated or excavated for removal.
- 1.3 Successful conclusion of the Site Assessments process will enable Transnet Freight Rail to initiate the remediation of contaminated land at fuelling sites as is currently required in terms of Part 8 of the National Environmental Management: Waste Act, 2008 (Act 59 of 2008).

2. BACKGROUND

- 2.1 There have been several spillages occurring at TFR fuelling sites in bulk storage tank areas due to faulty meter gauges and ageing fuelling infrastructure among other things, which is historic in nature. As a result, the diesel spilled over time and resulted in soil contamination.
- 2.2 In response to the contamination, Transnet Freight Rail commissioned Engineering firm to conduct Phase 1: Site Assessments countrywide on priority fuelling sites. The said assessments did not include Intrusive Assessments but rather focussed on Visual Assessments of the sites, hence the process to commission Phase 2 Assessments of specified sites.
- 2.3 Before remediation of hydrocarbon pollution can commence TFR will have to comply with the requirements of Part 8 of the National Environmental Management: Waste Act, 2008 (Act 59 of 2008).

RFQ for the site assessment for the proposed remediation at TFR contaminated fuelling site

3. SCOPE OF WORK

- 3.1 This contract covers the responsibilities and services rendered by the Assessment Practitioner to undertaking the requisite degree of study to assess the nature and extent of contamination at TFR fuelling sites in line with the requirements of Part 8 of the National Environment Management Act, 2008 as effected on 2 May 2013.
- 3.2 The service provider shall as part of the Site Assessments commission a risk assessment study detailing the depth of contamination through scientific methods and also outline the best methodology for remediation per individual sites.
- 3.3 The assessment will be aimed at gathering all issues relating to the proposal and in detail addressing them within individual Site Assessment Reports.
- 3.4 As per the requirements of S37 (b) of the Waste Act, the site assessment report must at least contain information on whether—
- 3.4.1 The contamination has already impacted on health or the environment;
 - 3.4.2 The substances present in or on the land are toxic, persistent or bio-accumulative or are present in large quantities or high concentrations or occur in combinations; there are exposure pathways available to the substances;
 - 3.4.3 The use or proposed use of the land and adjoining land increases or is likely to increase the risk to health or the environment;
 - 3.4.4 The substances have migrated or are likely to migrate from the land;
 - 3.4.5 The acceptable exposure for human and environmental receptors in that environment have been exceeded;
 - 3.4.6 Any applicable standards have been exceeded; and
 - 3.4.7 The area should be remediated or any other measures should be taken to manage or neutralise the risk.
- 3.5 Complete and submit Site Assessment Reports and associated documentation to Transnet Freight Rail and to the competent authorities as outlined in the Waste Act.
- 3.6 The site assessment reports shall in addition contain detailed investigations into the following:
- Intrusive Site Characterisation and Assessment;
 - Conceptual Site Model;
 - Risk Assessment; and
 - Status of Contamination Risk.
 - Calculation and GIS Mapping of the extent of contamination per site.
 - Quantification of contamination in cubic meters and tons.

4. DELIVERABLES

The successful services provider will be required to deliver on the following:

- 4.1 Conduct Site Assessments and produce detailed Intrusive Site Assessment Reports for the sites as tabled below: Please note that the service provider may tender for **all or any one** of the groups listed below.

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Group A

Name of Depot/ Siding/line	SA Province
Beaconsfield Fuel Depot	Western Cape
Bellville Fuel Depot	Western Cape
Klawer Fuel Depot	Western Cape
Ground Zero Fuel Depot	Western Cape
Saldanha Fuel Depot	Western Cape

Group B

Name of Depot/ Siding/line	SA Province
Millsite Fuel Depot	Gauteng
Ermelo Fuel Depot	Mpumalanga
Newcastle Fuel Depot	Kwa-Zulu Natal
Bethlehem Fuel Depot	Free State
Danskraal Fuel Depot	Kwazulu Natal

Group C

Name of Depot/ Siding/line	SA Province
Potlswane Fuel Depot	Limpopo
Komatipoort Fuel Depot	Mpumalanga
Lydenburg Fuel Depot	Mpumalanga
Springs Fuel Depot	Gauteng
Germiston Fuel Depot	Gauteng

- 4.2 Initiation of an assessment process to produce reports of sufficient details contained therein, so as to meet the minimum requirements of Part 8 of the National Environmental Management: Waste Act, 2008. Within a period of six (6) months effective from date of appointment.

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- 4.3 In addition to individual Site Assessment Reports, the contractor shall produce separate Risk Assessment Reports detailing the depth of contamination and outlining the appropriate methodology for rehabilitation.

5. DURATION OF THE CONTRACT

- 5.1 The contract will run for a maximum period of nine(9) months, thereafter a report is required within 10 days upon completion of the Client's comment period.

6. TERMINATION OF CONTRACT

- 6.1 Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the service provider in the execution of this project.
- 6.2 Termination shall take place only after thorough consideration and due notification of grounds being provided by the Environmental Manager in writing with a notice period of five (5) working days.
- 6.3 The successful Service Provider will be required to enter into a performance contract with Transnet Freight Rail.

7. INSTRUCTION TO THE APPOINTED CONTRACTOR

- 7.1 The prospective service provider must provide separate quotes for individual groups as in 5.1.
- 7.2 The contractor and his team must undergo induction training before starting on site given by Transnet Freight Rail.

8. QUALIFICATION AND RESOURCES OF THE POTENTIAL SERVICE PROVIDERS

- 8.1 The contract envisaged under this tender will be awarded to an Environmental Assessment Practitioner/s who has knowledge in the field of environmental assessment, pollution assessment and remediation of contaminated land, and applicable references for the same work completed.
- 8.2 As the undertaking of the Site Assessments will be country-wide in nature, the tenderers shall declare own resources to be utilised and deployment strategy country-wide, should the prospective service provider opt to tender for sites country-wide.
- 8.3 Given the extensive nature of the work required under this contract, prospective service providers shall opt to tender for selected sites or for entire sites as in 5.1 above.
- 8.4 Incumbent service provider/s shall attach full particulars of their qualifications, quoting specific references if any, and contact numbers. Transnet shall have the right to make contact with referenced clients to verify the nature and quality of the service provided.
- 8.5 Given the responsible nature of the work envisaged under this contract, Transnet reserves the right to award the tender to Environmental Assessment Practitioner/s of choice, with due regard for a favourable balance between the cost of services, resources available and knowledge in the assessment of pollution, remediation of contaminated land and quantity surveying field.

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8.6 The lowest bid may therefore not necessarily be accepted and no reasons for acceptance or non-accepta

9 ADJUDICATION PROCESS

- 9.1 Transnet Freight Rail reserves the right to:
- a. Adjudicate proposals in terms of Transnet procurement policies and procedures;
 - b. Approve sub-contractors or joint venture partners. If deemed necessary, a short presentation and or interview may be required from candidates, for which adequate notice will be given;
 - c. Cancel this project at any time should circumstances exist which dictates to do so without any alternative option at hand;
 - d. Decide to call for a second round of specific and detailed submissions should it deem appropriate;
 - e. Not accept any proposal in part or in full.

- 9.2 From the technical point of view, the received proposals shall be adjudicated on the following criteria:
- a. Approach and Methodology that will at most fulfil and exceed the requirements of the above mentioned specifications.
 - b. Qualification and experience of Team members in the field of wastewater monitoring and reporting.
 - c. Proven adequate overall company knowledge, experience and competency on matters relating to waste management and remediation of contaminated land, reporting and ability to conduct site assessments as required by the Waste Act.
 - d. The expressed existing or internal human resources potential capacity of the service provider to carry out the required functions without failures (including national footprints).
 - e. Tenderers will be required to achieve a technical score of 80%, which is a threshold before qualifying for the second round of adjudication, which will be on Commercial.

NB: Tenderers not achieving a minimum of 80% on technical competence will not be considered for further evaluation.

10.1 The competence evaluation criteria as outlined below will be used for technical evaluation of the bids

Technical Criteria	
• Valid SANAS Laboratory Accreditation SANS 10378	
• Valid Letter of Good Standing from DOL	
• Project Proposal/ Methodology: Project proposal / methods / techniques on how the Scope of Work will be fulfilled/ carried out as well as detailed project schedule clearly showing timeframes from project inception to completion.	
• Detailed inventory of the equipment to be used for scope execution	
• Qualifications and CV/s of Project Team leader/s: Qualification in Chemistry, analytical Chemistry or Environmental Management.	
• Qualifications and CV/s of Project Team leader/s: Qualification in Chemistry, analytical Chemistry or Environmental Management.	

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Technical Criteria	
<ul style="list-style-type: none"> Project Schedule: Detailed project schedule clearly showing timeframes from project inception to completion. Conceptual Project Schedule over six (6) months. 	
<ul style="list-style-type: none"> Project Team Structure: The structure of the project team that will undertake the project must be provided together with various roles that each team member will play in the project. 	

10.2 Prices shall be deemed inclusive of all costs required to produce the deliverables specified, whether specifically itemized and priced or not.

10.3 Disbursements and fees will be payable on an actual basis per activity, subject to the maximum tendered. The estimated quantity tendered (e.g. number of hours or kilometers) may only be exceeded with prior approval by Transnet Freight Rail.

10.4 Rates and quantities quoted shall be deemed the maximum payable to the consultant for providing the deliverables specified.

10.5 Prices quoted shall be fixed for at least 60 days and no escalation shall be payable afterwards.

11. GENERAL REQUIREMENTS

11.1 The Environmental Assessment Practitioner/s shall at all times respect client privilege and confidentiality as vested in Transnet Freight Rail and shall neither by word nor action jeopardize Transnet Freight Rail's interests in the execution of the project. The above notwithstanding, Transnet Freight Rail will not in any way impinge upon nor constrain the professional independence of the appointed Environmental Assessment Practitioner.

12 TENDER ENQUIRIES

All tender enquires shall be forwarded:

13.1 General Tender Enquiries

Mr. Engedzani Mundalamo

Tel: 011 584 0782

E-Mail: Engedzani.mundalamo@transnet.net

13.2 Technical Tender Enquiries

Ms Given Mnisi

Tel: 011 584 0527

E-Mail: given.minisi@transnet.net

11 CLAUSE BY CLAUSE COMPLIANCE DECLARATION

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
1.1		
1.2		
1.3		
2.1		
2.2		
2.3		
3.1		
3.2		
3.3		
3.4		
3.5		
3.6		
4.1		
4.2		
4.3		
5.1		
6.1		
6.2		
6.3		
7.1		
7.2		
8.1		
8.2		
8.3		

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8.4		
8.5		
8.6		
9.1		
9.2		
10.1		
10.2		
10.3		
10.4		
10.5		
11.1		

Company Name: _____
 Name of Signatory: _____ Signature: _____

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
 TIPS OFFS ANONYMOUS: 0800 003 056**

**FOR THE SITE ASSESSMENT OF THE PROPOSED REMEDIATION AT TFR CONTAMINATED
 FUELLING SITES**

CLOSING VENUE: Tender Box, ground floor, Inyanda House 1, 21 Wellington Road, Parktown
CLOSING DATE & TIME: 13 August 2015 AT 10:00
VALIDITY PERIOD: 30 November 2015

"PREVIEW COPY ONLY"

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

12 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until 30 November 2015.

13 Disclosure of Prices Quoted

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

YES NO

14 Returnable Documents

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

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

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

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

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

15 Evaluation Criteria

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

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

Substantive Responsiveness Test (Mandatory Documents):

- Proof of accredited Laboratories (e.g SABS) and analytical methodologies (SANAS approved) to be used for this project to analyse samples.
- Qualification in Natural Science (Chemistry, Analytical Chemistry or Environmental Management, Geographical Science and related fields.

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Phase 2 : Pre-qualification (functionality)

- Clause by clause compliance declaration
- Capacity- Organogram
- Sample turnaround time from the time of sampling to the time of analysis (work programme)

Bidders must obtain minimum threshold of 80% on functionality in order for them to go for Pricing and BEE Stage. Bidders who failed to obtain 80% on Functionality will automatically be disqualified.

Phase 3: COMMERCIAL (90/10 in respect of price and preference claimed points)

Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

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

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 7 : Attendance Certificate	
SECTION 5 : RFQ Declaration and Breach of Law Form	
Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form	
Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract **[the Agreement]** and fail to

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

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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.

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

SECTION 3

RFQ SITE MEETING

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

Venue : **INYANDA HOUSE 2, PARKTOWN, UMJANTSHI C BOARDROOM,
GROUND FLOOR**

Time : **10H00**

Date : **03 AUGUST 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

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RFQ for the site assessment for the proposed remediation at TFR contaminated fuelling site

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 and/or having to accept any less favourable offer.

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Respondent's Signature

Date & Company Stamp

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SECTION 4**Price Schedule**

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

SCHEDULE OF QUANTITIES AND PRICING**Group A**

Name of Depot/ Siding/line	Province	Costs in Rands (Prices include all costs related to the project and the submission of required reports)
Beaconsfield Fuel Depot	Western Cape	
Bellville Fuel Depot	Western Cape	
Klawer Fuel Depot	Western Cape	
Ground Zero Fuel Depot	Western Cape	
Saldanha Fuel Depot	Western Cape	
TOTAL (Excluding Vat)		

Group B

Name of Depot/ Siding/line	Province	Cost in Rands (Prices include all costs related to the project and the submission of required reports)
Millsite Fuel Depot	Gauteng	
Emmel Fuel Depot	Mpumalanga	
Newcastle Fuel Depot	Kwa-Zulu Natal	
Bethlehem Fuel Depot	Free State	
Danskraal Fuel Depot	Kwazulu Natal	
Total (Excluding Vat)		

Respondent's Signature

Date & Company Stamp

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Group C

Name of Depot/ Siding/line	Province	Costs in Rands	Costs in Rands (Prices include all costs related to the project and the submission of required reports)
Polokwane Fuel Depot	Limpopo		
Komatipoort Fuel Depot	Mpumalanga		
Lydenburg Fuel Depot	Mpumalanga		
Springs Fuel Depot	Gauteng		
Germiston Fuel Depot	Gauteng		
TOTAL (Excluding Vat)			

TOTAL BID PRICE (VAT EXCLUSIVE) (A+B+C) R.....

VAT 14% R.....

TOTAL PRICE (VAT INCLUSIVE) R.....

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COMPANY INFORMATION

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

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

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

"PREVIEW COPY ONLY"

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By signing this quotation form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as non-treated 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 _____