



Transnet freight rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No PTH 52585

**DESCRIPTION: REHABILITATION OF SERVICE ROADS BETWEEN
SPRINGFONTEIN AND STORMBERG STATIONS**

LOCATION: BETWEEN QUEENSTOWN AND SPRINGFONTEIN

PERIOD: 2 MONTHS

ISSUE DATE: 18 OCTOBER 2013

CLOSING DATE: 26 NOVEMBER 2013

CLOSING TIME: 12:00

**SCHEDULE OF DOCUMENTS**

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Section 1
NOTICE TO BIDDERS

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

On or after 21 October 2013 RFQ documents may be inspected at, and are obtainable from the Regional Supply Chain Office, 1st Floor, Room 105, Stow Road, Uitenhage.

Arrangements for the collection of the RFQ documents can be made with Me. Babalwa Myozolo on telephone number 041 – 994 2042 or email: Babalwa.myozolo@transnet.net

NB: No RFQ documents will be issued after the compulsory information briefing session and site visits.

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

A compulsory information briefing session and site visit will be conducted on 6 –7 November 2013. Attendance is compulsory and failure to attend will disqualify submissions from evaluation. **The compulsory information briefing session and site visit will be conducted over a period of 2 days.**

The compulsory information briefing session and site visits will start punctually at 09h00 and Respondents must please ensure that they arrive on time to prevent any delays.

Details of the compulsory information briefing session & site visit:

Date: 6 – 7 November 2013
Venue: Transnet Freight Rail
Infra Depot
Queenstown
Time: 09h00

(NB: All respondents to the abovementioned information briefing session and site visit will meet at the Infra Depot in Queenstown on 6 November 2013 where after the service roads will be visited. The site visits will continue on 7 November 2013 from Burgersdorp and will end in Springfontein.

For directions, Mr. Sanele Fikeni may be contacted on cell: 083 842 0282

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". **It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.**

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: **Postal Address:**

Transnet Freight Rail
 Secretariat of the Acquisition Council, Admin Support Office
 Po Box 95
 Uitenhage
 6230

Physical Address:

Transnet Freight Rail
 Secretariat of the Acquisition Council, Admin Support Office
 Supply Chain Services Building
 1st Floor Passage
 Stow Road
 Uitenhage
 6229

NB: Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: PTH/52585
Description	: Rehabilitation of Service Roads
Closing date and time	: 26 November 2013 at 12h00
Closing address (refer to abovementioned options)	

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. The original signed RFQ will serve as the legal binding document and no copies will be accepted for evaluation purposes.

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. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPPFA if the lowest acceptable bid is greater than Thirty Thousand rand (R 30 000.00).

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- The 90/10 preference point system applies where the acquisition of the Services will exceed R1 000 000.00
- Proposals will be evaluated on the 80/20 and/or 90/10 preference point system depending on the value of the service as indicated/explained above.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

[Refer clause 18 below for Returnable Documents required]

3 Communication

- a) 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.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: **Granville van der Merwe**

Email: **Granville.vandermerwe@transnet.net**

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with The Secretariat of the Acquisition Council, Admin Support Office, Ronelle Blom, on any matter relating to its RFQ response:

Telephone **041 994 2045**

Email **Ronelle.blom@transnet.net**

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission may result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 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.

12 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;
- 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; or
- make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We _____ do hereby certify that *I/we have/have not been* 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.

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.

13 Respondent's Samples N/A

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee:

.....

14 Evaluation Criteria

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

- Phase 1: Administrative responsiveness - Completeness of response and returnable documents
- Phase 2: Weighted evaluation based on 80/20 or 90/10 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ OR } PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ Where:}$$

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

- B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

15 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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.

17 Company Details

Companies Trading Name _____

Registration number of company / C.C. _____

Registered name of company / C.C. _____

Name of respondent _____

Physical Address _____

Respondents Contact Person: Name _____

: Designation _____

: Tel No. _____

: Mobile No. _____

: Fax No. _____

: E-Mail _____

Service Provider for legal Notices _____

Fax No. _____

Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Scope of Requirements	
SECTION 5 : Certificate of Attendance of RFQ Briefing Session & Site Inspections	
SECTION 6 : Attachments	
SECTION 7 : Acknowledgement	
ANNEXURE A : General Tender Conditions (CSS5 – Services)	
ANNEXURE B : E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment	
ANNEXURE C : Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations	
ANNEXURE D : Supplier Code of Conduct	
ANNEXURE E : RFQ Declaration Form	
LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	
ORIGINAL TAX CLEARANCE CERTIFICATE	
PROOF OF THE APPROPRIATE QUALIFICATIONS / EXPERIENCE NECESSARY FOR THIS TYPE OF WORK/OPERATION INCLUDING PREVIOUS REFERENCES	

Respondent's Signature

Date & Company Stamp

Section 2 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 Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

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

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Rehabilitation/Repairs to Service Roads between Springfontein and Stormberg Stations as per project specification (Refer section 4 of the RFQ)	Sum	1		
2	Any Additional Costs – Specify below:	Sum	1		
Gross Total (excluding VAT)				R	

Time period to complete the required work: _____ **[days/weeks/months]**

Respondent's Signature

Date & Company Stamp

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

"PREVIEW COPY ONLY"

I,We _____

carrying on as business under the style and title of _____

hereby offer to undertake and complete the abovementioned work at a total tendered price and in accordance with the terms set in this Request for Quote , General and/or Special Conditions and Project Specifications for the sum of :

R_____ (in words)_____

_____ **(Exclusive of VAT)**

I/We undertake to complete the work for the duration of the contract as specified in the special conditions and particular specifications from the date of notification of the acceptance of my/our tender.

- (i) **NOTE:** In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
- (ii) **NOTE: The price as transferred to this form shall be the tendered price, any error in pricing in this schedule, even an arithmetic error will have to be adjusted to comply with the tendered price as given on this page.**

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- 3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- 3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by Transnet. The Supplier shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products so that they become non-infringing,

provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

8 PUBLICITY

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

- 10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.
- 10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.
- 10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

13 INSOLVENCY

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 ASSIGNMENT

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

15 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All

rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

18 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 4
SCOPE OF REQUIREMENTS

TRANSNET



freight rail

**REHABILITATION TO SERVICE
ROADS BETWEEN SPRINGFONTEIN
AND STORMBERG**

Respondent's Signature

Date & Company Stamp

PROJECT SPECIFICATIONS

Clause

- 1. SCOPE AND DESCRIPTION OF WORKS**
- 2. THE SITE**
- 3. SUFFICIENCY OF CONTRACT**
- 4. TO BE SUPPLIED BY THE CONTRACTOR**
- 5. PROGRAM FOR THE WORK EXECUTION**
- 6. SAFETY**
- 7. FINAL INSPECTION**
- 8. MEASUREMENTS AND PAYMENTS**

"PREVIEW COPY ONLY"

PROJECT SPECIFICATIONS**1. SCOPE AND DESCRIPTION**

SERVICE ROADS SPRINGFONTEIN-STORMBERG	Base Course m³	Stone pitch m³	Concrete
			m³
SPRINGFONTEIN-BETHULI			
Km 13/02 - Km 13/00	10.8		
Km 32/05 - Km 32/03	1.56		
Km 33/08 - Km 33/09	0.9		
Km 40/07 - Km 40/08			1.92
HOLMSGROOVE - KNAPDAAR			
Km 56/05 - Km 56/08	18.72		
Km 56/09 - Km 56/12	20.28		
Km 57/05 - Km 57/06	2.88		
Km 58/12 - Km 58/14	3.024		
Km 59/10 - Km 59/11	1.08		
Km 60/05 - Km 60/07	3.84		
Km 63/02 - Km 63/05	2.9		
Km 68/03 - Km 68/04	1.15		
Km 69/12 - Km 69/13	1.44		
Km 70/19 - Km 70/20	0.86		
BURGERSDORP – LOWER ADAMSON			
Km 122/17 - Km 122/18	0.96		
Km 122/22 - Km 123/01	1.92		
Km 123/07 - Km 123/08	0.84		
Km 123/13 - Km 123/12	2.03	6x2x1	
Km 126/08 - Km 126/10	4.687	4x1x1	
Km 127/10 - Km 127/09	1.8		
LOWER ADAMSON - STORMBERG			
Km 148/06 - Km 148/07	1.04		
Km 148/10 - Km 148/11	0.4		
TOTAL	83.111		

NOTE

Materiel and required plant to be supplied by the contractor.
Close all the holes in the service roads on the sites in the spec.
Place and compact base course materiel to the level of the ground.

2. THE SITE

- 2.1** Access to the site is via the Transnet service roads. The key for gates in the service road may be obtained from the TO, but must be handed back on completion of the contract. Gates have to be kept closed at all times.
- 2.2** No vehicle will be allowed to cross the railway line at any place other than a level crossing.
- 2.3** No Transnet property such as sleepers, rails, fencing, cables and ballast stone are to be removed from the site or Transnet boundaries.
- 2.4** The contractor shall take the utmost care, at all times, not to damage Transnet Freight Rail or Private property as such damage will be for the contractors account. Any damage to fencing must be repaired immediately. Livestock losses as a result of fencing damage by the contractor will be for the contractors account. Should the contractor fail to attend to damage caused by himself or any of his personnel, Transnet will arrange for the repair of the damage and deduct such amount from the contractor's payment.

3. SUFFICIENCY OF CONTRACT

- 3.1** The contract will only be awarded to a candidate who meets the necessary requirements.

4. TO BE SUPPLIED BY THE CONTRACTOR

- 4.1 The contractor will supply the following:**
- 4.1.1** All tools, labour and material to perform the work as described in this contract.(refer to attachment)
- 4.1.2** All transport required to- and from work areas and arrangements for his/her own accommodation.
- 4.1.3** The Contractor will supply all water requirements.
- 4.1.4** The Contractor must also have available on site a Site diary, Site instruction- and a **SAFETY FILE** at all times.
- 4.1.5 TO BE SUPPLIED BY Transnet Freight Rail - NIL**

5. PROGRAM FOR THE EXECUTION OF THE WORK

- 5.1** The duration of the contract will be arranged between TFR representative and the contractor.
- 5.2** **Weekly site/progress meetings are required with the Contractor.** At this meeting the contractor must provide the supervisor with his daily activities plan for the following week.

6. SAFETY

- 6.1** The contractor shall comply with all applicable legislation and the Transnet safety requirements. The cost of such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices in the Contract.
- 6.2** The Contractor shall in particular, comply with the following Acts and specifications:
- 6.2.1 The Compensation for Occupational Injuries and Diseases Act, (Act 130 of 93).**
- 6.2.2 The Occupational Health and Safety Act (Act 85 of 1993)**
- 6.2.3 E4E Safety Arrangements and Procedural Compliance.**
- 6.2.4 E7/1 Specification for work on, over, under and adjacent to railway lines and near high voltage equipment.**
- 6.2.5 E4B Minimum Communal Health Requirements: Facilities for contractors.**
- 6.2.6 E4D Schedule of Plant.**
- 6.2.7 Construction regulations, 2003**

- 6.3** The Contractor is reminded that working adjacent to railway lines is dangerous and has to be treated as such.
- 6.4** **Open fires are not allowed on the work site.** Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by the Contractor will be for his account.
- 6.5** Safety clothes/equipment must be provided and worn at all times. **Highly visible vests (yellow) and safety boots have to be included and worn at all times whilst working within Transnet Freight Rail reserve.**
- 6.6** A safety file checklist will be made explained to tenderers on the day of briefing.

7. FINAL INSPECTION OF THE WORK

- 7.1** Within seven working days from receipt of the contractor's letter indicating the completion of the work, a final inspection of the site will be arranged. Should the site be found to be in order and the work completed satisfactory the Project Manager of Transnet will issue a Certificate of Completion.
- 7.2** **Housekeeping to be done on completion of works according to the TO inductions/instructions which will be conducted on the day of site access certificate handover.**

8. MEASUREMENT AND PAYMENT

- 8.1** Payment will be done at the end of each calendar month after the satisfactory completion and acceptance of all the work as specified in the schedule of quantities.

Section 5

CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION & SITE INSPECTION

It is hereby certified that -

1.

2.

Representative(s) of
(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on2013.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

"PREVIEW COPY ONLY"

Section 6
ATTACHMENTS

ANNEXURE A

GENERAL TENDER CONDITIONS – SERVICES
Refer Form CSS5 attached hereto.

ANNEXURE B

SPECIFICATION FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT
Refer Form E7/1 attached hereto.

ANNEXURE C

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT; ACT 85 OF 1993 AND REGULATIONS
Refer Form Safety Arrangements attached hereto.

ANNEXURE D

SUPPLIER CODE OF CONDUCT
Refer Form attached hereto

ANNEXURE E

RFQ DECLARATION FORM
Refer Form attached hereto. (Compulsory)

**Section 7
ACKNOWLEDGEMENT**

By signing this RFQ document, 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 SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE
NAME: _____
DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____
PHYSICAL ADDRESS: _____

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

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