



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

## REQUEST FOR QUOTE (RFQ)

NUMBER – CRAC- JHB 6357

### LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT

ISSUE DATE : 12 JANUARY 2011  
SITE INSPECTION : 18 JANUARY 2011 @ 12:00 pm  
: GROMMOFONT SUBSTATION  
NEAR VENTERSDORP  
CLOSING DATE : 25 JANUARY 2011: 10H00  
OPTION VALIDITY DATE : 12 APRIL 2011

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

**CLOSING VENUE: (TENDER BOX) ALLOCATED AT  
THE CHAIRPERSON TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,  
GROUND FLOOR, INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN, JOHANNESBURG**

Respondent's Signature

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Date and Company Stamp



RFQ NUMBER – CRAC- JHB 6357

**LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR  
GROMMONFONT**

**SCHEDULE OF DOCUMENTS**

**Section**

1. Notice to Bidders
2. Scope of Work
3. Schedule of quantities and Pricing
4. Quotation Form
5. Resolution of Board of Directors (Respondent's Representative)
6. Certificate of Acquaintance with RFQ Documents
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Non-Disclosure Agreement
10. Supplier Code of Conduct
11. Supplier Declaration Form

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Respondent's Signature

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Date and Company Stamp



## SECTION 1

RFQ NUMBER – CRAC- JHB 6357

### LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT

#### NOTICE TO BIDDERS

1. Quotations are requested from interested / 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 12 January 2011 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail, Tender Advice Centre, 21 Wellington Road, Ground Floor, Inyanda House 1, Parktown, Johannesburg.

**A non refundable tender fee of R100.00 (VAT inclusive) is applicable per tender (listed below) - Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ: CRAC-JHB-6357 and the Company Name.**

**Receipt/s to be presented prior to collection of the tender/s.**

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

Name : Beverley Ramaru 011 584 0611  
Division : Supply Chain Services  
Email : [Beverley.ramaru@transnet.net](mailto:Beverley.ramaru@transnet.net)

**SITE INSPECTION : 18 JANUARY 2011 @ 12:00 pm**

**: GROMMOFONT SUBSTATION  
NEAR VENTERSDORP**

2. Quotations in duplicate must reach the Tender Advise Box, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No : CRAC-KGG 6357</b> <b>DESCRIPTION; LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMOFONT</b> <b>Closing date and time: 25 January 2011 @ 10:00 am</b> <b>Closing address (refer options paragraph 4 below)</b>
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Respondent's Signature

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Date and Company Stamp



#### 4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 **If posted**, the envelope must be addressed to the Transnet Acquisition Council, 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 the TRANSNET tender box which is located at the Acquisition Counsel , and should be addressed as follows:

THE SECRETARY  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOW

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.

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the 21 Wellington road Inyanda House no 1 Parktown and a signature obtained from that Office.

THE SECRETARY  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOW

5. Please note that this RFQ closes punctually at **10:00 on 19 October 2010 (Tuesday)**.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE"
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. 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.
10. 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.
11. 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 Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

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Respondent's Signature

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Date and Company Stamp



## 12. **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.

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.

**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 clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Depot Engineer, at telephone number [redacted] or fax no. [redacted] on any matter relating to its RFQ response.

### 14. 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 valid Tax Clearance Certificate.

### 15. 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.

### 16. 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-tender 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.

**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.**

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Respondent's Signature

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Date and Company Stamp





## SECTION 2

RFQ NUMBER – CRAC- JHB 6357

### LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT

#### 1. Scope of work

- The work covers the laying of old scrap sleepers on the service road to make it firm between km 35/14 - 16 on the Welverdiend – Lichtenburg railway line.
- The mud on the area where sleepers will be laid must be removed.
- Compaction is required before laying the sleepers
- Rehabilitation of the service road for a distance of 10 Km
- Compaction of the imported Crusher Run 0 – 22mm is required.
- Sleepers must be laid as shown on the drawing.
- Concrete should be used to close the gaps between the sleepers.

#### 2. Location of the site

- The site is at Km 35/14 -16 on the Welverdiend – Lichtenburg railway line near Gromofont Substation.

#### 3. Duration of contract

- The duration of the contract is **50 Days (incl weekends)** and Transnet Freight Rail reserves the right to cancel the contract if the standard of workmanship and accuracy as per the specification and drawing are not achieved.

#### 4. Ordering of material

- The contractor will be responsible for the ordering of all the material and delivery to site.
- The contractor will also be responsible for the protection and safe keeping of the material on site.

#### 5. Site meetings



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

## 6. Safety

- Transnet Freight Rail is the organisation that strictly complies with safety.
- For the purpose of this contract safety file is required before the commencement of work.
- The safety file should be submitted to the Technical Officer 2 days before starting the work.
- Personal protective equipment required: **(Reflective vest, Safety boots, Dust mask)**

## 7. Responsibility of Transnet Freight Rail

- Arrangement with landowners and statutory authorities regarding access and other statutory requirements
- Arrange occupations when required
- Inspect the works after being finished
- Issue the completion certificate after the job has been completed
- Make a follow up on the payment process

## 8. Responsibility of the Contractor

- The contractor will provide all labour and all plant required for the completion of the works.
- All arrangements regarding water and sanitation requirements for the duration of the contract are upon contractor to arrange.
- The Contractor must make his own arrangement for accommodation of his staff, only accommodation of night watchmen will be allowed on site.
- Where services are encountered below the surface during the course of the excavation, such should be communicated to the relevant Transnet Freight Rail representative or to the Project Manager. The contractor shall take all reasonable measures to ensure that careless damage to services and other property is avoided, failure of which the replacement or repair therefore will be to the contractor's account.
- Prior approval of the Project Manager to be sought before destroying or disturbing any part of the environment for stockpile, spoil or for any other purpose.
- For payment purposes, the onus shall lie with the contractor to ensure that all quantities are measured and agreed with the Project Manager or any such person that may be delegated by the Project Manager.
- The contractor must safeguard the surrounding, adhere to PPE (Personal Protective Equipment), to have first aid box kit on site at all time and supply the neat and tidy completed area.

#### **9. Penalties**

- A penalty of R 250 per day will apply for the late completion of the contract but exception will be considered for the rainy days.

#### **10. Payment Certificate**

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

#### **11. Site Instruction Book and Diary**

- Transnet Freight Rail will provide the contractor with the site instruction book and diary, A4 size.

#### **12. Defects Liability Period**

- Defects liability period will be **6 Months** on this contract.

#### **13. Annexure**

- The E7/1 document will be given to the winning contractor before commencement of the work.

#### **14. Construction specification for the works**

- Removal of mud to prepare for compaction.
- Compaction of the area where sleepers will be laid.
- Rehabilitation of service road for the distance of 10 Km.
- Compaction of the imported Crusher Run 0 – 22mm.
- Laying of sleepers on the service road.
- Pour concrete between the sleepers to close the gaps.

#### **15. Machinery required**

- TLB
- Grader
- Water tanker
- Compactor

**SECTION 3**

**RFQ NUMBER – CRAC- JHB 6357**

**LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT**

**SCHEDULE OF QUANTITIES AND PRICING**

Item	Description	Unit	Qty	Rate	Total
<b>1</b>	<b>Site Establishment</b>				
1.1	Establishment	Sum	1		
1.2	De-establishment	Sum	1		
<b>2</b>	<b>Earthworks</b>				
2.1	Remove the mud on the service road to prepare for compaction	m <sup>3</sup>	96		
2.2	Compact the area where sleepers will be laid	m <sup>2</sup>	238		
2.3	Lay and compact the crusher run that is available from O.M.V Crushers in Stillfontein, the size is 0 – 22 mm	m <sup>3</sup>	300		
2.4	Rehabilitation of the service road	Km	10		
<b>3</b>	<b>Sleepers</b>				
3.1	Lay old scrap sleepers upside down on the service road to make it look like the concrete surface with concrete in between the sleepers to hold them together	no	800		
<b>4</b>	<b>Concrete works</b>				
4.1	Pour 20 MPa concrete between the sleepers to keep them together and the surface firm	m <sup>3</sup>	20		

Item	Description	Unit	Qty	Rate	Total
<b>5</b>	<b>Machinery</b>				
5.1	TLB	day	50		
5.2	Grader	day	50		
5.3	Water Tanker	day	50		
5.4	Compactor 10 ton	day	50		

SUMMARY OF SCHEDULE OF QUANTITIES

Item	Description	Amount
1	Site Establishment	
2	Earthworks	
3	Sleepers	
4	Concrete Works	
5	Machinery	

Sub Total	
VAT 14%	
Total	

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## SECTION 4

RFQ NUMBER – CRAC- JHB 6357

### LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT

#### QUOTATION FORM

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

of (full address) \_\_\_\_\_

\_\_\_\_\_ carrying on business under style or title of (trading as)

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
- (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/intent, 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 supply of Services 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 as and when required 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, delivery period, quality, BBBEE status or for any other reason.

**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 RFQ 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

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

**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	
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**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	
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If YES, please indicate below:

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

ADDRESS

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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)*



**RETURNABLE DOCUMENTS**

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Description – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) – Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
General Tender Conditions, Form CSS5 – Section 6	√
Conditions of Contract, Form US7 – Section 7	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Non-Disclosure Agreement – Section 8	√
Supplier Code of Conduct – Section 9	√
Supplier Declaration Form – Section 10	√

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

<u>SIGNATURE OF WITNESSES:</u>		<u>ADDRESS OF WITNESSES:</u>
1 _____	1 _____	_____
2 _____	2 _____	_____

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



**SECTION 5**

**RFQ NUMBER – CRAC- JHB 6357**

**LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT**

**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 Tenders, Quotations and/or Contracts for the supply of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

“PREVIEW COPY ONLY”



## SECTION 6

RFQ NUMBER – CRAC- JHB 6357

### LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT

#### 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 recognise 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



## **SECTION 7**

**RFQ NUMBER – CRAC- JHB 6357**

### **LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT**

#### **GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 attached hereto**

**“PREVIEW COPY ONLY”**



## SECTION 8

RFQ NUMBER – CRAC- JHB 6357

### LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR GROMMONFONT

#### 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 24 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, except penalties for late deliveries, the exclusion of which may disqualify the RFQ, save where indicated otherwise by Transnet."*



**SECTION 9**

**RFQ NUMBER – CRAC- JHB 6357**

**LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR  
GROMMONFONT**

**NON-DISCLOSURE AGREEMENT (“NDA”)**

**“PREVIEW COPY ONLY”**



**SECTION 10**

**RFQ NUMBER – CRAC- JHB 6357**

**LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR  
GROMMONFONT**

**SUPPLIER CODE OF CONDUCT**

“PREVIEW COPY ONLY”



**SECTION 11**

**RFQ NUMBER – CRAC- JHB 6357**

**LAYING OF OLD CONCRETE SLEEPERS ON THE SERVICE ROAD NEAR  
GROMMONFONT**

**SUPPLIER DECLARATION FORM**

“PREVIEW COPY ONLY”