



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

REQUEST FOR QUOTE (RFQ)

RFQ NUMBER – CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM FOR A FOUR WEEKS

ISSUE DATE : 12 August 2010

SITE INSPECTION : 19 August 2010 at 11:30
Mafikeng Railway Line
Next to the railway station

CLOSING DATE : 24 August 2010 at 10H00

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

Respondent's Signature

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Date and Company Stamp



CRAC-KGG-6528

**CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND
VERTIENSTROOM**

SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. Background, Overview and Scope of Requirements
3. Quotation Form
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. General Tender Conditions (CSS5 – Services)
7. Standard Terms and Conditions of Contract (US7 - Services)
8. Certificate of Attendance of Site Meeting / RFQ Briefing
9. Non-Disclosure Agreement
10. Supplier's code of conduct
11. Supplier's declaration form

Respondent's Signature

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Date and Company Stamp



SECTION 1

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM

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 August 2010 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 - Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

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

A compulsory pre-Quotation briefing session will be conducted at Mafikeng Railway line on 19 August 2010 at 11H30 (**Respondent to provide own transportation and accommodation**).

Respondents failing to attend the compulsory briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or briefing session.

The briefing session will start punctually at 11H30 and Respondents arriving late will not be accommodated.

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

Name : Beverley Ramaru
Division : Supply Chain Services
Email : Beverley.ramaru@Transnet.net

2. Quotations in duplicate must reach the Secretary at Inyanda House 1, 21 Wellington Road, Parktown before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Respondent's Signature

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Date and Company Stamp



| | |
|---|---|
| RFQ No | : CRAC-KGG-6528 |
| Description | : CLEANING OF PIPES AND CULVERTS BETWEEN MAFIKENG AND VEERTINSTROOM FOR KRUGERSDORP DEPOT |
| Closing date and time | : 24/08/2010 (10h00) |
| Closing address (refer options paragraph 4 below) | |

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Acquisition Council, PO Box 4244 Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the Acquisition Council, and should be addressed as follows:

| |
|---|
| THE SECRETARY TRANSNET ACQUISITION COUNCIL GROUND FLOOR INYANDA HOUSE 1 21 WILLINGTON 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.

It should also be noted that the above tender box is located at 21 Willington Road, Parktown, and is accessible to the public 8 hours per day, 5 days a week.

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

| |
|---|
| THE SECRETARY TRANSNET ACQUISITION COUNCIL GROUND FLOOR INYANDA HOUSE 1 21 WILLINGTON ROAD PARKTOW |
|---|

5. Please note that this RFQ closes punctually on 24 August at 10:00 on 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 Tended Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

Transnet fully endorses and supports the Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFQ responses. Transnet will 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 R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this threshold will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Consequently, when Transnet invites prospective suppliers to submit Quotations for its Services and services, it urges Respondents (Large Enterprises and QSE’s - see below) to have themselves accredited by any one of the various Accreditation Agencies available who do their BBBEE ratings in accordance with the **latest Codes (i.e. those promulgated on 9 February 2007)**.

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

12.1 Enterprises will be rated by such agency based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all seven elements of the BBBEE scorecard
- (b) **Qualifying Small Enterprises – QSE (i.e annual turnover >R5 million but <R35 million):**
 - Rating based on any four of the elements of the BBBEE scorecard
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**
 - EMEs are exempted from BBBEE accreditation



- Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that will 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-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ response to enable Transnet to evaluate / adjudicate all RFQs received on a fair basis.

12.3 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

Turnover : Kindly indicate your company's annual turnover for the past year R.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

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 _____ or fax no. _____ 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.

Respondent's Signature

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Date and Company Stamp



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.

- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

17. LEGAL REVIEW

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

Respondent's Signature

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Date and Company Stamp



Respondents to complete this section:

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

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

Respondent's Signature

Date and Company Stamp



SECTION 2

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM

SCOPE OF REQUIREMENTS

PART A – GENERAL

PART B – PROJECT SPECIFICATION

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1. JOB DESCRIPTIONS.

1.1 The work involves the cleaning of pipes culverts (box, open and close top) including the inlet and outlet phase cleaning along Mafikeng – Vryburg – Veertienstroom railway line for Krugersdorp Depot.

2. DESCRIPTION OF SITE AND ACCES.

2.1 The nearest access is from Mafikeng and/or Veertienstream.

3. DETAILS OF CONTRACT.

The works to be executed under this contract consists of the following:

3.1 Clearing and preparation of the site for the actual work e.g. excavate and removal of the old and unwanted material, dump to a specified location and worked flat.

Respondent's Signature

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Date and Company Stamp



- 3.2 The property adjacent to the Transnet Freight Rail reserve may not be entered without prior permission from the technical officer.
- 3.3 Contractor to provide any necessary tools needed for execution of work.
- 3.4 No work to be done on top of the culvert or pipe next to the railway line.
- 3.5 Water path mustn't in anyway be blocked either from or to the pipe/culvert and the natural slope to be maintained.
- 3.6 The spill wall created by the grader on the service road must be removed and water must not be able to dam.
- 3.7 All chopped down vegetation must be removed from the cleaned area and packed in a suitable position next to the fence and tramped flat.
- 3.8 The culverts or pipes are not all built to the same standard, the technical officer may give additional instructions owing to unique circumstances.
- 3.9 The height of the vegetation varies from 0.1m to 0.5m.
- 3.10 The hand methods must be used for cleaning of all debris in culverts and pipes incl. cutting of vegetations at phases of inlet and outlet.
- 3.11 It is crucial important that Contractor do acquaint him/herself with the attached documents e.g. *E.4A, Indemnity form, E.4E and Transnet 287.*
- 3.12 The contractor to adhere to safety template provided after being awarded the work and to be filled every start of the shift after safety topic has been discussed.
- 3.13 The duration of the actual work will be fifteen (15) working days.

4. RESPONSIBILITY OF TRANSNET FREIGHT RAIL.

- 4.1 Arrangement with landowners and statutory authorities regarding access and other statutory requirements.

Respondent's Signature

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Date and Company Stamp



4.2 Safety induction will be conducted to all personnel involved before the commencement of the actual work.

5. RESPONSIBILITY OF THE CONTRACTOR.

5.1 The contractor will provide all labour and working tools required for the completion of the work.

5.2 Prior approval of the Technical officer to be sought before destroying or disturbing any part of the environment.

5.3 The Contractor must safeguard the surrounding, adhere to PPE (Personal Protective Equipment), to have first aid box kit on site at all time, site diary, site instruction book and supply the neat and tidy completed area.

6. DEFECTS LIABILITY PERIOD.

6.1 Six (6) months defects and liability period applies for this contract and completion certificate will be issued once all clearing and finishing-off on site has been completed.

7. LATE COMPLETION.

7.1 There will be a penalty of R250.00 per day for late completion if no prior permission has been granted.

Respondent's Signature

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Date and Company Stamp

8. SCHEDULE OF QUANTITY.

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|----------|---|----------------|------|------|--------|
| 1 | Fixed charge and value related items | | | | |
| 1.1 | Establishment of facilities on the site | sum | | | |
| 1.2 | Removal of site establishment | sum | | | |
| | Total P & G's | | | | |
| 2 | INLET AND OUTLET PHASES WORKS | | | | |
| 2.1 | Cleaning of outlet and inlet phases by removal and cutting of vegetation, debris and foreign objects incl. soil and rock particles. | m ² | 9920 | | |
| 2.2 | PIPES: Removes and/or cleaning of all debris, foreign objects incl. soil and rock particles. | No. | 12 | | |
| 2.3 | CULVERTS: Removes and/or cleaning of all debris, foreign objects incl. soil and rock particles. | No. | 143 | | |
| | | | | | |
| | | | | | |
| | Sub Total | | | | |
| | VAT 14% | | | | |
| | TOTAL | | | | |



LIMITED
(REGISTRATION NO.1990/000900/06)
TRADING AS TRANSNET FREIGHT RAIL

INDEMNITY FORM

The Contractor shall and hereby does indemnify Transnet Freight Rail and holds it harmless against -

- a. Liability and any costs in respect of the death of or injury to his personnel and damage to or loss of his/her machines, plant vehicles, tools, equipment and materials of any kind from any cause whatever.
- b. Liability and any costs in respect of the death of or injury to servants of Transnet Freight Rail or any member of the Public, and against any loss of or damage to Transnet Freight Rail property or property of the public, arising directly or indirectly out of any act and negligent or otherwise, performed by any servant, agent or associate of the Contractor.

CONTRACTOR

WITNESS

DEPOT ENGINEER (INFRASTRUCTURE)

WITNESS

Respondent's Signature

Date and Company Stamp



TRANSNET LIMITED (287)
GENERAL CONDITIONS OF CONTRACT (MINOR WORKS CONTRACTS)

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Respondent's Signature

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Date and Company Stamp



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- 25. PAYMENT CERTIFICATES
- 26. CONTRACT PRICE ADJUSTMENT
- 27. TERMINATION OF CONTRACT
- 28. INSURANCE OF THE WORKS AND RELATED RISKS
- 29. RESOLUTION OF DISPUTES

P02b-08 (JLH)

1. DEFINITIONS

Adjudicator means any officer higher up in the Manager's hierarchy in the office of the

and appointed by Transnet to function as Adjudicator.

Manager means any person appointed by Transnet from time to time to supervise and take charge of the contract.

Material means any constructional substance or ingredient which will form a permanent part of the Works.

Normal Working-hours means the hours of work as determined by a wage regulating measure or statutory enactment for any trade or activity, during which the basic minimum rate of pay is applicable and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the hours will be 07:00 to 17:00 Mondays to Fridays excluding a daily meal break.

Site means the land and any other place on, under, over, in or through which the Works are to be executed or carried out.

Works means the work to be performed in terms of the contract.

2. CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL

Respondent's Signature

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Date and Company Stamp



The Contractor will not be allowed to cede or assign his rights and/or obligations under the contract nor to sublet the contract work or any part thereof, without the consent of the Manager. Breach of this condition will entitle Transnet of cancel the contract forthwith.

3. EXECUTION OF WORK

The Works shall be carried out by the Contractor in a thorough and workmanlike manner and to the satisfaction of the Manager.

4. CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor shall supply all necessary labour, tools, equipment and materials, except for such resources which are to be supplied by Transnet in terms of any special contract conditions attached hereto.

5. INSPECTION OF SITE

The Contractor shall be held to have inspected the site and to have satisfied himself, before submitting his tender, as to the nature of the ground and subsurface, underground services, the form and nature of the site, the nature of the Works, the quantities and materials necessary for completion of the Works and the means of access to the site.

6. SUFFICIENCY OF TENDER

The Contractor shall be held to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the schedule of quantities and prices. These rates and prices shall be sufficient and shall be deemed to cover all the Contractor's obligations under the contract and everything necessary for the proper completion and maintenance of the Works.

Respondent's Signature

Date and Company Stamp



7. COMPLIANCE WITH STATUTES AND SAFETY RULES

- 7.1 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Manager. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 7.2 The contractor shall, in particular, comply with the following Acts :-
- (i) The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993; The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - (ii) The Occupational Health and Safety Act (Act 85 of 1993); The Contractor is, in terms of section 37(2) of Act 85 of 1993 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
 - (iii) The Explosive Act No. 26 of 1956 (as amended); The Contractor shall, when applicable, furnish the Manager with copies of the permits authorising



him or his employee, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

7.3 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Manager,

- documentary proof of his procedural compliance with the Act and
- particulars of the Health and Safety Programme to be implemented on the site in accordance with the Specification E.4E.

The Contractor's Health and Safety Programme shall be subject to agreement by the Manager, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.

Respondent's Signature

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Date and Company Stamp



7.4 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment - E7/1, if applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions. He shall also comply with all other safety rules, regulations and guidelines of Transnet applicable to the nature of Works carried out in terms of the contract, and shall obtain the particulars thereof from the Manager.

7.5 In addition to compliance with clause 7.2 hereof, the Contractor shall report all incidents in writing to the Manager. Any incident resulting in the death of or injury to any person on the Works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

8. HOURS OF WORK

The Contractor shall confine his work to normal working hours except when work outside these hours is permitted by the Manager at the Contractor's request or ordered by the Manager.

9. DELEGATION OF MANAGER'S POWERS

The Manager may delegate in writing to any deputy or other person any of his powers or functions under the contract.

10. MATERIALS SUPPLIED BY TRANSNET

Should any materials be supplied by Transnet, it will be conveyed to the nearest convenient station or siding, and shall thereafter be off-loaded and transported to the work site by the Contractor who will be held responsible therefor until the satisfactory completion of the contract. All surplus materials shall be handed back to Transnet on completion of the Works and, if so required by the Manager, shall be transported by the Contractor to the nearest station or siding.



11. EQUIPMENT PROVIDED BY TRANSNET

In the event of any equipment being provided by Transnet to facilitate the carrying out of this contract, the Contractor undertakes to return all such equipment to Transnet and, if required by the Manager, shall transport it

to the nearest station or siding. The Contractor shall make good any loss of or damage to such equipment, whether or not caused by his negligence, except where the damage is due to ordinary wear and tear.

12. MAKING GOOD LOSS OF MATERIALS

On completion or termination of the Works the Contractor shall be liable for the cost of making good any loss or deficiency in materials supplied by Transnet and not returned to Transnet or necessarily used on the Works.

13. CONTRACTOR'S SUPERVISION

The Contractor shall exercise supervision over the Works at all times during hours of work, or shall be represented by an agent having full power and authority to act on his behalf.

14. ALTERATIONS, EXTRAS, ADDITIONS AND OMISSIONS

The Manager may order alterations, extras, additions to or omissions from the Works. The Contractor shall carry out or give effect to such orders from the Manager. The rates for such work shall be agreed between the Contractor and the Manager and, where possible, rates quoted in the schedule of quantities shall form the basis, as far as may be reasonable, of such agreement.



15. CARE OF THE WORKS

The obligation to take care of and provide custody for the contract work and everything connected therewith, shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage during the progress of the Works.

16. CONTRACTOR TO CLEAR SITE

After expiry of the maintenance period and when all making good of defects has been completed the Contractor shall remove all remaining plant, equipment and material and leave the site in a clean, neat and tidy condition.

17. CONTRACTOR TO APPLY FOR ADDITIONAL TIME AND/OR ADDITIONAL EXPENSE

If the Contractor suffers delay or incurs extra expense as a result of delay on the part of Transnet in supplying such materials as are to be provided by it, or for any other reasons, the Contractor may apply in writing to Transnet within fourteen days after such delay has ended for extra time and/or extra payment.

Transnet will, after investigation, grant such extension of time and/or authorise the payment of such sum as is reasonably adequate to cover the delay and/or compensate for the extra expense which, in its opinion, the Contractor has suffered or incurred directly as a result of any of the circumstances for which relief is sought, provided always that no payment will be authorised for any additional expense which does not arise from delays attributable to Transnet or from an increase in quantities in the schedule of quantities, or alterations, extras or additions ordered by Transnet.



18. CERTIFICATE OF COMPLETION AND REMOVAL OF PLANT AND EQUIPMENT

When the Works have been completed to the satisfaction of the Manager and left in a clean, neat and tidy condition the Manager will give the Contractor a Certificate of Completion confirming that the Works have been completed and stating the date on which the maintenance period, referred to in clause 21, is to commence.

On receipt of the Certificate of Completion the Contractor shall remove from the site, all plant, equipment, material and temporary works not required for maintenance of the Works.

19. PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the work by the date or within the period stipulated, or by such extended date as may be allowed by Transnet in terms of clause 18, he shall pay to Transnet as penalties in terms of the Conventional Penalties Act of 1962 (as amended) for each day or part thereof during which the Work remains uncompleted, the amount stated in the Tender Enquiry/Contract Document.

Application for relief from the obligation to pay a penalty will be considered by Transnet, but shall be granted only if the Contractor can prove to the reasonable satisfaction of Transnet that the penalty is out of proportion to the prejudice suffered by Transnet by reason of the act or omission in respect of which the penalty was stipulated.

20. MAINTENANCE PERIOD

The Contractor shall make good to the satisfaction of the Manager all defective material and workmanship which, in the opinion of the Manager, are not in accordance with the contract, and which may appear within a period of six months or such period stipulated in the Project Specification or drawings attached, after the date of completion as certified by the Manager.



21. PAYMENT OF SALARIES AND WAGES

Should the Contractor fail to pay the salary or wages of any person employed by him within 48 hours of the said salary or wages becoming due, the Manager may, in his discretion, and in addition to applying any other remedy which Transnet may have, pay such salary or wages to such person. In the event of any such payment being made by the Manager, Transnet may recover the same from the Contractor as hereinafter provided.

22. RECOVERY OF MONEY FROM CONTRACTOR

Any and all money that may be payable to Transnet by the Contractor in terms of any clause of these conditions or any other condition incorporated in the contract, may be recovered from the Contractor by deduction or recovery -

- (i) from money, including retention money, due to or to become due to the Contractor under this or any other contract with Transnet or
- (ii) in any other manner decided upon by Transnet.

23. PAYMENT CERTIFICATES

23.1 Issue of certificate

On or about the fifteenth day of each month either the Manager or the Contractor shall make a progress measurement or an estimate of the work done. Thereafter the Manager will issue a certificate authorizing payment of such sum as he may consider represents the value of work completed.

23.2 Authority for payment

The Contractor shall be entitled to receive payment of the amount authorized in the said certificate subject to deduction of retention money in terms of clause 22. Any such



payment, except the payment certified by the Manager as the "final payment", shall be regarded as an open payment and both the certificate and payment shall be subject to revision and adjustment by the Manager if at any time he is of the opinion that the certificate does not represent accurately the proportion or value of work completed having regard to the remaining portion of the Works still to be executed by the Contractor.

23.3 Cheque Payments

Except where expressly agreed to the contrary with Transnet, the Contractor requests and authorizes Transnet to send any amount due to him by registered post to his known postal address or any other address requested in writing by the Contractor. The Contractor authorizes the SA Post Office Limited to act as his representative and the risk that such payment does not reach him transfers to the Contractor after the posting thereof.

24. CONTRACT PRICE ADJUSTMENT

The contract price will not be subject to cost escalation. All increases in cost from whatsoever cause shall be at the Contractor's risk, and all decreases in cost shall be to his benefit.

25. TERMINATION OF CONTRACT

Should the Contractor be grossly inefficient or negligent in the carrying out of the contract or should he fail to fulfill any term or condition of the contract, the Manager shall have the right to declare the contract cancelled and to invoke any safeguards in favour of Transnet in terms of the contract.

26 INSURANCE OF THE WORKS AND RELATED RISKS



- 27.1 The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the Work.
- 27.4 The Contractor shall, prior to submitting his tender, acquaint himself with the Policy included as to the scope of cover provided by it and shall observe all the conditions and requirements thereof.
- 27.5 In the event of any occurrence which is likely to give rise to a claim under the Policy the Contractor shall complete the necessary claims advice forms and submit all claims to the Transnet insurance brokers through the Manager. The Contractor shall be responsible for payment of all the amounts stated in the Policy as being the deductibles.
- 27.6 The Contractor shall, in his own interests, obtain insurances of his own site establishment, materials, plant, equipment and tools and of insurances of his motor vehicles and the common law liabilities of the Contractor as an employer.

28. RESOLUTION OF DISPUTES

- 28.1 If a dispute of any kind whatsoever arises between the Manager and the Contractor in connection with any matter arising out of the contract the matter shall be referred in writing by the Contractor to the Adjudicator not later than 14 calendar days after the receipt by the Contractor of the decision of the Manager.
- 28.2 The Adjudicator shall within 21 calendar days of the date of referral of the matter to him decide the matter, and advice the Contractor and the Manager of his decision and of the facts and provisions of the Contract on which the decision is based.



- 28.2** The Adjudicator's decision shall be final and binding on the parties unless the Contractor has, within 14 calendar days of the date of the Adjudicator's decision, notified Transnet of his dissatisfaction with the Adjudicator's decision and of his election that the dispute be referred to arbitration. Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act 42 of 1965 as amended). The arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitration published by the Association of Arbitrators of South Africa.
- 28.3** The appointment of the arbitrator shall be made by agreement between the parties, after a written submission by either party to the other, of a shortlist containing the names of 3 suitably qualified persons. If the parties fail to agree within 14 calendar days of receipt of the request, either party may apply for the nomination of a suitably qualified person by the Chairperson for the time being of the Association of Arbitrators of South Africa or by the Vice Chairperson in the absence of the Chairperson.
- 29.5** The Arbitrator shall have unfettered discretion and jurisdiction to decide the dispute and the arbitration procedures to be followed, subject to the provision of clause 29.3 hereof.



SECTION 3

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM

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.

Respondent's Signature

27

Date and Company Stamp



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, 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).

Respondent's Signature

Date and Company Stamp



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

| Full name(s) of director/member(s) | Address/Addresses | ID Number/s |
|------------------------------------|-------------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

REGISTRATION CERTIFICATE

Respondent's Signature

Date and Company Stamp



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 | |
|-----|--|----|--|

DECLARATION

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

If YES, please indicate below:

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

ADDRESS

Respondent's Signature

Date and Company Stamp



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 | √ |
| Background overview – Section 2 | √ |
| Quotation Form – Section 3 | √ |
| Resolution of Board of Directors (Respondent’s Representative) – Section 4 | √ |
| Certificate of Acquaintance with RFQ Documents – Section 5 | √ |
| General Tender Conditions, Form CSS5 – Section 6 | √ |
| Conditions of Contract, Form US7 – Section 8 | √ |
| Valid Tax Clearance Certificate | √ |
| VAT Registration Certificate | √ |
| BBBEE Accreditation Certificate | √ |
| Certificate of attendance of Site Meeting / RFQ Briefing – Section 9 | √ |
| Non-Disclosure Agreement – Section 09 | √ |
| Suppliers Code of Conduct – Section 10 | √ |
| Suppliers Declaration form – Section 11 | |
| | |

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.

Respondent’s Signature

Date and Company Stamp



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will 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 _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 _____ 1 _____

2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

Respondent's Signature

Date and Company Stamp

“PREVIEW COPY ONLY”



SECTION 4

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM

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



SECTION 5

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM

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 _____ 2010

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

CRAC-KGG-6528

**CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND
VERTIENSTROOM**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

35

Date and Company Stamp



SECTION 7

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM

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."

Respondent's Signature

36

Date and Company Stamp



SECTION 8

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND VERTIENSTROOM

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

1.

2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Services to be rendered in terms of this RFQ on2010.

“PREVIEW COPY ONLY”

.....
TRANSNET’S REPRESENTATIVE

.....
RESPONDENT’S REPRESENTATIVE

DATE.....

DATE.....



SECTION 9

CRAC-KGG-6528

CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND
VERTIENSTROOM

NON-DISCLOSURE AGREEMENT ("NDA")

“PREVIEW COPY ONLY”

Respondent's Signature

38

Date and Company Stamp



SECTION 10

CRAC-KGG-6528

**CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND
VERTIENSTROOM**

SUPPLIERS CODE OF CONDUCT

“PREVIEW COPY ONLY”

Respondent's Signature

39

Date and Company Stamp



SECTION 10

CRAC-KGG-6528

**CLEANING OF CULVERTS AND PIPES ALONG MAFIKENG- VRYBURG AND
VERTIENSTROOM**

SUPPLIERS DECLARATION FORM

“PREVIEW COPY ONLY”

Respondent's Signature

40

Date and Company Stamp