



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

NUMBER – CRAC- PRC6573

CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT – HERMANSTAD PRETORIA

ISSUE DATE : 19 AUGUST 2010
INFORMATION SESSION : 25 AUGUST 2010 @ 10:30am
TRANSNET INFRA DEPOT HERCULES
CNR MIECHAELSON STR AND ROOD STR
HERMANSTAD PRETORIA
CLOSING TIME : 07 SEPTEMBER 2010
OPTION DATE : 23 NOVEMBER 2010

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

1

Date and Company Stamp



NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

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 Declaration Form**
- 11. Supplier Code of Conduct**

Respondent's Signature

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Date and Company Stamp



SECTION 1

NUMBER – CRAC-PRC6573

CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT- HERMANSTAD, PRETORIA

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 19 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 site meeting and briefing session will be conducted at Cnr. Miechaelson street and Rood street. on the 25 August 2010, at 10:30. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory site meeting and/or information session will be disqualified.

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

The briefing session will start punctually at 10h30 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 011 584 0611
Division : Supply Chain Services
Email : Beverley.ramaru@transnet.net

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:

Respondent's Signature

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Date and Company Stamp



| | |
|--|--|
| RFQ No | : CRAC-PRC6573 |
| Description | : Construction of speed humps and repairs to segmented pavement |
| Closing date and time | : 07 September 2010 @ 10:00 am |
| Closing address (refer options paragraph 4 below) | |

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 **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 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.

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

- 4.2 **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 ACQUISITION COUNCIL GROUND FLOOR INYANDA HOUSE 1 21 WELLINGTON ROAD PARKTOW |
|---|

5. Please note that this RFQ closes punctually at 10:00 on 07 September 2010.
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.

Respondent's Signature

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Date and Company Stamp



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.
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.

16. ADDITIONAL NOTES:

Respondent's Signature

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Date and Company Stamp



- 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.

17. DISCLAIMERS

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

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

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.

18. 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..... |

“PREVIEW COPY ONLY”

**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

NUMBER – CRAC-PRC6573

CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-

HERMANSTAD, PRETORIA

SCOPE OF REQUIREMENTS

PROJECT SPECIFICATIONS

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PART A: PRELIMINARY AND GENERAL

A1 SCOPE OF WORK

This contract covers the construction of standard speed humps and repairs of segmented pavement at Pretcon Terminal Capital Park Yard Tshwane Gauteng:

Entrance road to Pretcon Terminal Yard is at Paul Kruger Rd and Mansfield Rd.

The work will include construction of speed humps, laying asphalt, subbase and sand bedding layers, provision and laying of segmented paving, hereinafter referred to as the "WORKS", and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract.

A2 BUSINESS NAME

Transnet Limited will for the purpose of this contract be trading and hereinafter be referred to as Transnet Freight Rail, a Business Division of Transnet who, through its authorized representatives, shall execute the contract on behalf of Transnet.

A3 ENGINEER

For the purpose of this contract, all reference made in the Transnet Standard Specifications and SABS Specification to the "Engineer", shall be deemed to read "Technical Officer" as defined in subclause 1.1 of the E5 - General Conditions of Contract.

A4 COMPLETION OF WORK

A4.1 Transnet requires that the WORKS be completed within **4 weeks**, which shall include any statutory holidays falling within this period. The completion date will be determined by adding the period specified above to the date of notification of acceptance of tender or the date stated in the letter of notification of acceptance of tender whichever is the latter.

A4.2 The Contractor may offer a shorter completion period in his tender, which offer may be taken into consideration when adjudicating the tenders.

A5 PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the WORKS by the date stipulated in the contract, or such extended date/s as may be allowed by Transnet, he shall pay to Transnet as penalties in terms of the conventional Penalties Act. 1962 as amended; the amount of **R500** for each day or part thereof during which the WORKS remains incomplete.



A6 STANDARDISED SPECIFICATIONS

The SABS standardised specifications listed in the schedule of standardised specifications shall apply in so far as they are not in conflict with Transnet specifications listed in the Schedule of Documents.

A7 SABS 1200 A

SABS 1200 A shall apply subject to the following exclusions:-

- i) The order of documents stated in clause 2.1.
- ii) Clause 5.1.2 (This is superseded by subclauses 19.1 to 19.4 of the E5 - General Conditions of Contract)
- iii) Further exclusions as stated in clauses below.

A8 LATEST EDITION OF SPECIFICATIONS / STANDARDS

All specifications/ standards referred to in the contract documents but not bound therein shall be the latest edition or revision published at least 3 months before the closing date for receipt of tenders.

A9 SCHEDULE OF QUANTITIES

A9.1 The quantities in the Schedule of Quantities are estimated and may be more or less than stated. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in ink) for the WORKS. All work covered by the schedule including work resulting from modifications or alterations to drawings, shall be measured and paid for according to the completed schedule.

A9.2 The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item as such rates will be considered when awarding the contract.

A10 BEE COMMITMENT

A10.1 Definition

A10.1.1 Previously Disadvantaged Individuals (PDI)



These are individuals who are South African citizens, and who are members of a population group described as previously disadvantaged in the Constitution of the Republic of South Africa, 1996.

A10.1.2 Black Economic Empowerment (BEE) Companies

These are companies with a minimum PDI shareholding of 25%, and in which active management control is vested in PDI shareholders.

A10.1.3 Black Economic Empowerment (BEE) Component

The BEE component of any portion of the works is obtained by multiplying the tendered value of the portion of the works (as in clause A10.5 below) by the % BEE shareholding of the contractor involved (listed in terms of clauses A10.3 and A10.4).

A10.2 Work Method Statement

Tenderers are required to submit a work method statement with their tenders, detailing the extent to which BEE objectives will be addressed in the execution of the contract..

These include the following:

A10.2.1 Use of unskilled / semi-skilled labour from the local community.

A10.2.2 Details, including cost, of training of unskilled / semi-skilled labour from the local community.

A10.2.3 Extent of material purchases planned from PDI owned suppliers.

The above factors may be taken into account in adjudication of tenders.

A10.3 PDI Shareholding (Main Contractor)

The tenderer's PDI shareholding, with copies of current company registration forms, as well as his VAT and Joint Services Board registration numbers, shall be provided with each tender. In addition, proof of PDI status must be provided with each tender.

A10.4 BEE Sub-Contractors

Tenderers are required to provide a list of sub-contractors which they will use on the contract.



The following current information shall be provided with tenders:

A10.4.1 The PDI shareholding of each sub-contractor.

A10.4.2 Company registration forms and proof of PDI status of each sub-contractor.

A10.5 Work Breakdown

Tenderers are required to provide a schedule, indicating the value of the contract works which will be undertaken with their own resources, as well as the value of work to be undertaken by sub-contractor. The combined total of these must equal the total contract price shown in the summary of the schedule of prices.

A11 SUBMISSION OF TENDERS AND ALTERNATIVE OFFERS

A11.1 At time of tender, Tenderers are to confirm in writing that their prices are based on the tender specifications and not on alternatives.

A11.2 If alternatives are submitted, Tenderers are required to submit a separate Tender Form (E4 April 1990) for each alternative offer with full details of changes to the Schedule.

A11.3 Tenderers must ensure that the Schedule of Prices/Alternative Schedule of Prices is duly completed and no items left unpriced.

A12 "AS-BUILT" DRAWINGS

Further to clause 4 of the E5 - General Conditions of Contract, as work progresses, a set of drawings must be available at the site offices and used to mark-up levels and any changes/deviations from detail. After completion of work phases, the Contractor shall submit these to complete a set of marked-up "as-built" drawings to the Technical Officer.

A13 SITE INSPECTION

Tenderers attention is specifically drawn to page 1 of the Notice to Tenderers in regard to the site inspection conditions.

No tender will be considered if these conditions are not adhered to.

The Technical Officer at his sole discretion may approve subsequent site inspections.



4 SITE CONDITIONS

A14.1 Rainfall

As you can see below the annual rainfall for Pretoria is 674mm. Around Pretoria the MAP is between 600mm to 700mm.

Pretoria: 25° 44' S 28° 11' E

Height: 1330m

Period: 1961-1990

This climatological information is the normal values and, according to World Meteorological Organization (WMO) prescripts, based on monthly averages for the 30-year period 1961 - 1990

| Month | Temperature (°C) | | | | Precipitation | | |
|-------------|--------------------|-----------------------|-----------------------|-----------------|----------------------|------------------------------------|------------------------------|
| | Highest Recorded | Average Daily Maximum | Average Daily Minimum | Lowest Recorded | Average Monthly (mm) | Average Number of days with >= 1mm | Highest 24 hour Rainfall(mm) |
| January | 36 | 29 | 18 | 8 | 136 | 14 | 160 |
| February | 36 | 28 | 17 | 11 | 75 | 11 | 95 |
| March | 35 | 27 | 16 | 6 | 82 | 10 | 84 |
| April | 33 | 24 | 12 | 3 | 51 | 7 | 72 |
| May | 29 | 22 | 8 | -1 | 13 | 3 | 40 |
| June | 25 | 19 | 5 | -6 | 7 | 1 | 32 |
| July | 26 | 20 | 5 | -4 | 3 | 1 | 18 |
| August | 31 | 22 | 8 | -1 | 6 | 2 | 15 |
| September | 34 | 26 | 12 | 2 | 22 | 3 | 43 |
| October | 36 | 27 | 14 | 4 | 71 | 9 | 108 |
| November | 36 | 27 | 16 | 7 | 98 | 12 | 67 |
| December | 35 | 28 | 17 | 7 | 110 | 15 | 50 |
| Year | 36 | 25 | 12 | -6 | 674 | 87 | 160 |

Respondent's Signature

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Date and Company Stamp



A15 CUSTOMS REGULATIONS AND ASSOCIATED CHARGES

- A15.1 The WORKS are sited within a Customs Controlled Area. The Contractor and his staff shall observe all Customs Regulations within the Depot area.
- A15.2 The Contractor shall allow in his tendered rates for all customs and excise duties payable.

A16 MATERIAL TO BE SUPPLIED BY TRANSNET

No material will be supplied by Transnet.

A17 SITE ARRANGEMENTS

A17.1 Access to site

Access to the worksites will be via the Paul Kruger rd and Mansfield Rd.

A17.2 Construction Site

A work site will be made available to the contractor for the duration of the contract free of charge for establishing such offices, stores, repair shops, etc. as may be required and will be pointed out at the Site Inspection. All site preparation done by the Contractor shall be to his account.

The Contractor shall maintain the work site in a neat and tidy condition to the satisfaction of the Technical Officer and fence the work site with a suitable security fence. The existing security arrangements in the Port will not provide any security for the duration of this contract and the Contractor shall make his own arrangements for the safekeeping of his property.

A17.3 Entrance Security Permits

The Contractor shall take out temporary entry permits for all staff working within the Transnet security control areas. All costs incurred shall be borne by the Contractor or his staff and shall be included in the tendered rates.

A17.4 Damage to Existing Structures



The Contractor shall be held responsible for any damage to existing infrastructure, fair wear and tear excepted, and shall repair it to the satisfaction of the Technical Officer on conclusion of the WORKS. For this purpose a joint inspection with the Technical Officer will be carried out prior to occupation and any existing damage noted.

A17.5 **Services**

A17.5.1 Electricity, Water, Refuse Removal, Telephone etc.

The Contractor shall make his own arrangements for the supply to his work site of electricity and a telephone, if required, for his use during construction. The Contractor may draw water free of charge from available water points on the worksites for construction purposes.

The Contractor shall provide at his cost a water take-off point and supply line to his site from existing water mains. Working water pressure varies between 6 – 7 Bar with a minimum of 4 Bar guaranteed by the Local Authority. The Contractor shall allow in his pricing for the installation, maintenance and ultimate removal of the water supply on completion of the WORKS.

A17.5.2 Latrines

The Contractor shall provide, maintain, move to new positions as required and finally remove, proper latrines of sufficient number at his cost.

Latrines shall be properly constructed and placed in positions hidden from public view. Conservancy tank or chemical type latrines shall be used and the Contractor shall make his own arrangements with the Local Authority for the disposal of night soil at his cost.

A17.5.3 Housing

The Contractor shall be required to make his own arrangements with the Local Authority regarding the housing of employees. Housing on site will not be permitted nor will sites for housing be made available in the Transnet Area.

A17.5.4 Communication with Transnet Authority

All correspondence / applications / notices with the Transnet Authorities shall be directed through the Technical Officer.

A17.6 **Local Authority**

The Contractor shall in all respects adhere to the conditions laid down by the Local Authority with specific reference to accommodation, sanitation requirements and pollution prevention.



A17.7 Safety Induction

The contractor shall arrange that his staff attend the Transnet Safety Induction Course. The duration will be a maximum of 4 hours and no charge will be levied by Transnet. The contractor shall not be entitled to claim for loss of production whilst staff are attending the course.

A18 FACILITIES FOR THE TECHNICAL OFFICER

The Contractor needs to supply no facilities for the Technical Officer or his deputies for the duration of the contract.

A19 CLEARING OF SITE ON COMPLETION OF WORKS

Further to subclause 21.3 of the E5 - General Conditions of Contract, the Contractor shall, within one month of the date of acceptance of all contract work, completely remove from site all his plant, materials, stores and temporary accommodation or any other asset belonging to him and leave the site in a tidy condition to the satisfaction of the Technical Officer. No excess or discarded materials, plant or stores may be buried or dumped within the Transnet boundary.

A20 WORKING OF THE DEPOT

- A20.1 The fullest collaboration between the Contractor, Depot Manager, Depot Operations Manager and the Technical Officer is essential with regard to the working of the Transnet Depot. The commercial activities take priority over the construction activities. The Contractor shall remove any equipment, outside his allocated construction site, that obstructs commercial Vehicle operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be payable.
- A20.2 Tenderers are advised that, during the currency of this contract, staff of Transnet and others will also be working in the area. The Contractor shall conduct his operations and re-arrange his programme of work if instructed by Technical Officer so as not to impede or restrict the operations of others.
- A20.3 The Contractor is to ensure that there will always be vehicular access on the roads during the currency of this contract and that all traffic is accommodated. This would require an open single lane of traffic with proper traffic control at all time. All roads to be fully opened to traffic outside of normal working hours.
- A20.4 All proposed detours or deviations of traffic are to be approved by Technical Officer prior to implementation. The Contractor shall be responsible at all times for the traffic on his worksite, and the



erection of all road traffic signs shall be done accordance with the South Africa Roads Traffic Manual and traffic regulations.

A21 DAYWORK

A21.1 Day Labour and Plant Hire Schedules

The Contractor shall complete the schedules for day labour and plant hire and quote the hourly rates. The rates shall **not** be extended to the amount column.

The plant schedule lists a variety of plant items. The Contractor shall price all listed items of plant whether or not he intends providing such items.

The Contractor shall detail and provide a rate only for items of plant he proposes to use on site and which are not listed in the schedule.

A21.2 Daywork Authority

No work is to be carried out as a charge to daywork without a prior written order of the Technical Officer.

A22 ADDITIONAL TIME

Further to subclause 17.2 (iv) of the E5 – General Conditions of Contract, extension of time in respect of abnormal rainfall shall be determined in terms of method (i) below, unless the Project Specification determine that method (ii) shall be used.

The extension of time that will be considered for a given calendar month shall not exceed the number of calendar days in that month less the average number of days in that month on which a rainfall of 10 mm (Y) or more per day has been recorded, as derived from existing rainfall records.

A22.1 Method (i): Rainfall Formula

The formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to in the E5 – General Conditions of Contract as the time for completion of the works (including any extension thereof that may have been granted), or until the issue date of the certificate of practical completion, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for that month. At the end of the applicable



period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the contract :

$$V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$$

If any value of V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.

The delay for a part of a month shall be calculated by substituting pro rata values for the variables in the equation.

The symbols shall have the following meanings :

- V** = Delay due to rain in calendar days in respect of the calendar month under consideration.
- N_w** = Actual number of days during the calendar month on which a rainfall of 10 mm (Y) or more per day has been recorded.
- R_w** = Actual rainfall in mm for the calendar month under consideration.
- N_n** = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the Project Specification) on which a rainfall of 10 mm (Y) or more per day has been recorded.
- R_n** = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the Project Specification.
- X** = 20, unless otherwise provided in the Project Specification.
- Y** = 10, unless otherwise provided in the Project Specification.

The total delay that will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on



account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(N_c - N_n)$ calendar days, where N_c = number of calendar days in the month under consideration

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds 10 mm (Y) per day.

The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed 10 mm (Y) per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08H00 unless otherwise agreed to by the Technical Officer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

Information regarding existing rainfall records for Richards Bay is supplied in clause A16.1 of the Project Specification. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

A22.2 Method (ii): Critical-Path Method

Where the critical-path method is specified in the Project Specification for determining extension of time resulting from abnormal rainfall, it shall be applied as follows :

A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Technical Officer, all progress on an item or items of work on the critical path of the working programme of the Contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time. The value of "n" shall be given in the Project Specification.

Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days as mentioned in the Project Specification.



A23 RETENTION MONEY

Further to subclause 29.2 of the E5 - General Conditions of Contract, no interest shall be paid on retention money deducted.

A24 PAYMENT CERTIFICATES

Notwithstanding the provisions of subclause 36.1 of the E5 - General Conditions of Contract, all measurements to ascertain the monthly progress of the work shall be taken by the Contractor or his duly authorised representative and checked by the Technical Officer. The Contractor shall, when required, supply at his own expense all necessary labour and assistance that the Technical Officer may require for such checking. The Contractor may be called upon to present his quantity calculations for each item at the direction of the Technical Officer.

A25 MEASUREMENT AND PAYMENT

Measurement and payment for Preliminary and General costs will be as specified in clause 8 of SABS 1200 A subject to the following: -

- i) Clauses 8.1.1 and 8.1.2.1(c) shall not apply.
- ii) The second sentence of clause 8.1.2.3 shall not apply. The settlement of any claim for additional costs in respect of preliminary and general items shall, where applicable, be based on the items and prices in the preliminary section of the schedule.
- iii) The sum tendered for the fixed-charge contractual requirements shall cover the Contractor's initial costs as specified in clause 8.3.1, but including insurance of the WORKS, material, plant and equipment and public liability insurance only in so far as these are not covered by insurance effected by Transnet.
- iv) Clause 8.2.2 shall not apply. Subject to the provisions of clause 8.2.4, payment for time-related items will be effected after payment for the relevant fixed-charge item has been made in terms of clauses 8.3.1 and 8.3.2. Incremental amounts, calculated by dividing the sums tendered by the number of months of the original period of contract then remaining, will be paid in each of the subsequent payment certificates until the sums tendered have been paid.
Clause 8.3.2.1 shall not apply. Only Clause 8.3.2.2 f) under 8.3.2.2 shall apply for the duration of the contract
- v) Clause 8.3.3 shall not apply.
- vi) The sum tendered for time-related contractual requirements shall cover all the Contractor's time-related costs as specified in clause 8.4.1, but excluding insurance of the WORKS,



- material, plant and equipment and public liability insurance, in so far as these are covered by insurance effected by Transnet
- vii) Clause 8.4.2.1 shall not apply.
 - viii) Clauses 8.5 to 8.8 shall not apply.

A26 CONTRACT PRICE ADJUSTMENT FACTOR

Due to the short completion period applicable to this contract, the terms of clause 36 of the E.5 (November 1997), general conditions of contract shall not apply to this contract.

As no escalation will be paid in this contract, the Contractor shall make due allowance in his tendered rates for all cost increases.

A27 ADVANCE PAYMENT FOR MATERIAL AND/OR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR

No advance payment, for materials, plant and/or equipment supplied by the Contractor for the purpose of incorporation/installation as part of the WORKS, will be made by Transnet.

A28 INSURANCE AGAINST PERILS INSURABLE THROUGH SASRIA

Insurance of the WORKS against damage caused as a result of perils insurable through SASRIA will not be effected by Transnet.

PART B : EARTHWORKS AND CONTROLLED LAYERS

CONTENTS

- B1 SCOPE**
- B2 GENERAL**
- B3 EXISTING UNDERGROUND SERVICES**
- B4 SITE CLEARANCE**
- B5 SUBGRADE**
- B6 SUB-BASE**
- B7 BASE**



B8 STABILISATION

B9 FREEHAUL

B10 MEASUREMENT AND PAYMENT

PART B : EARTHWORKS AND CONTROLLED LAYERS

B1 SCOPE OF WORK

The work covered by this part of the contract consists of the following :

- i) Breaking of existing premix to anchor the speed humps.
- ii) Laying Asphalt for the speed humps.
- iii) Removing in-situ to the underside of the Subbase.
- iv) Paint work and signage
- v) Stabilisation of subbase layers.
- vi) Construction and compaction of sand bedding
- vii) Placing segmented paving and leveling of to the required level.
- viii) Supplying and fitting three boom gates

B2 GENERAL

B2.1 The pavement area shall be constructed in accordance with SABS 1200 MJ.

B2.2 Water for compaction purpose may be obtained free of charge on site. The Contractor is to prevent unnecessary waste of water.

B2.3 Water shall uniformly distributed over each section by means of water trucks fitted with either sprinkler bars or suitable hoses and nozzles.

B3 EXISTING UNDERGROUND SERVICES

A drawing showing existing underground services will be issued to the Contractor as and when required or for areas deemed critical by the Technical Officer prior to commencement of the work.

The Contractor shall locate the positions of the underground services as instructed by the Technical Officer and shall exercise care when excavating and compacting in the vicinity of these services. The location of existing underground services shall be carried out in accordance with SABS 1200A and SABS 1200D.

Respondent's Signature

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Date and Company Stamp



Should the Contractor damage any of the above services due to his own negligence, he shall be responsible for the repair thereof and the associated costs

B4 SITE CLEARANCE

- B4.1 Breaking up of existing premix shall be done to the satisfaction of the Technical Officer.
- B4.2 Disposal of spoil shall be as directed by the Technical Officer (cut to stockpile/fill or municipal dump).

B5 SUBGRADE

- B5.1 In-situ material is to be excavated down to the bottom of subbase or the bottom of the problematic level, depending on the worst case scenario as indicated by the Technical officer.
- B5.2 The excavated material is to be removed from site by the Contractor, and disposed of as directed by the Technical Officer.
- B5.3 The subgrade shall be scarified, watered, shaped and compacted in accordance with specification SABS 1200DM where not in conflict with the former of this specification.
The permissible deviations of the finished work shall be listed as SABS 1200DM for degree of Accuracy II.

B6 SUB-BASE

- B6.1 Construct (C1) 150 mm to 200 mm subbase layer with strength between 6-12 MPa in accordance with SABS 1200 ME.
- B6.2 Material to be used for C1 shall comply with TRH4 table 13 and 5.2.3
It shall be the responsibility of the contractor to carry out test on the material and make them available to the Technical Officer before and after the construction of the subbase.

B7 BASE

- B7.1 The 30mm sand base layer is to be constructed using sand in accordance with Specification SABS 1200MJ.

B8 STABILISATION

- B8.1 The stabilising agent to be used is Portland Cement as specified in clause 3.3.1 (b) of SABS 1200ME.

Respondent's Signature

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Date and Company Stamp



B8.2 All work is to be done in accordance with SABS 1200ME.

B9 SEGMENTED PAVEMENT

- B9.1 All cracked blocks shall be deemed not suitable for reuse and kept for spoil unless stated otherwise by the Technical Officer
- B9.2 Construction and preparation of new work shall be in accordance with SABS 1200MJ clause 5 excluding 5.2

B10 FREEHAUL

All haulage within 3km of the Pretcon site will be regarded as freehaul. Overhaul will not apply to the base course material required for either the subbase or base layers but will only apply to the spoil or stockpile material.

B11 MEASUREMENT AND PAYMENT

- B11.1 Measurement and payment for the location of existing underground services shall be per m^3 as accordance with clause 8.3.8.1 (c) of SABS 1200D.
- B11.3 Measurement and payment for the preparation of the subgrade level shall be in accordance with the clause 8.3.3.3 of SABS 1200DM, but shall be measured in m^2 .
- B11.4 Measurement and payment for the construction of the subbase course layer shall be per m^3 in accordance with SABS 1200 ME clause 8.3.3.
- B11.6 Measurement and payment for the construction of the 30 mm sand base layer shall be per m^3 as accordance with clause 8.3.3 (b) of SABS 1200MJ. No overhaul for base course material shall be paid.
- B11.8 Measurement and payment for the breaking up of the premix layers shall be m^2 area.
- B11.9 Measurement and payment for stabilization of the subbase course layer shall be in accordance with clause 8.3.8 of SABS 1200ME, the rate shall be deemed to be included in the scheduled rates.



PART C: ASPHALT SURFACING AND ASSOCIATED WORKS

CONTENT

C1 SCOPE OF WORK

C2 PRIME COAT

C3 ASPHALT

C4 JOINTS AND THICKENED EDGES

C5 GENERAL

C6 MEASUREMENT AND PAYMENT

PART C: ASPHALT SURFACING AND ASSOCIATED WORKS

C1 SCOPE OF WORK

The work included under this part of the contract comprises the following:

- (a) The supply and application of prime coat.
- (b) The supply and construction of standard semi- circle asphalt speed humps surfacing

C2 PRIME COAT

C2.1 The primer used shall be a cutback bitumen of type and grade designation MC-30 as specified under 3.1 (b) of SABS 1200MH, or an invert emulsion (MSP1).

C2.2 Before priming, the surface shall be thoroughly swept as detailed in clause 5.1.1 of SABS 1200MH.

C2.3 The nominal rate of the application shall be as specified under clause 8.1.2 of SABS 1200MH.

C3 ASPHALT SURFACING

C3.1 The asphalt surfacing shall be constructed in accordance with SABS 1200MH.



- C3.2 The asphalt surfacing shall be a continuously graded mix in accordance with Table 2 of SABS 1200MH with a bituminous binder comprising 60/70 penetration grade bitumen in accordance with clause 3.4.2 (a) of SABS 1200MH.
- C3.3 The specified grade of asphalt shall be coarse grade.
- C3.4 The nominal bituminous binder content shall be as specified under clause 8.1.5 of SABS 1200MH

C4 JOINTS AND THICKENED EDGE

- C4.1 All joints are to be in accordance with clause 5.9 of SABS 1200MH. Special care is to be exercised when constructing the joint between existing and new asphalt surfaces, and all cuts shall be done with a diamond cutter.
- C4.2 All joints shall be constructed diagonally to the flow of traffic.
- C4.3 The asphalt surfacing shall be constructed with a thickened edge, as to ensure that the specified thickness of asphalt is achieved.

C5 GENERAL

- C5.1 The Contractor is to ensure that proper drainage is obtained after construction of all speed humps. There should be spacing of 100 mm between the speed hump edge of the road for drainage purposes, this is to be done in accordance with South African Roads Traffic Manual and 'Guidelines to Traffic Calming'. Any additional premix that has to be laid to obtain the desired cross fall, shall be claimed as per clause C6.2.
- C5.2 All surfaces before receive surfacing or surface treatment are to be cleaned properly. The area must be swept with either mechanical and/or hard brooms to be free of dust and foreign matter and grass encroaching on edges must be cleared away by hand. No separate payment will be made for this and preparation work falling in this category will be deemed to be included in the scheduled rates.

C6 MEASUREMENT AND PAYMENT

- C6.1 The measurement and payment for the application of the prime coat shall be in terms of clause 8.5.1 of SABS 1200MH.



- C6.2 The measurement and payment for the supplying and laying of the asphalt surfacing shall be per m² at a maximum height of 120 mm of asphalt as per clause 8.4.2 and 8.5.4 of SABS 1200MH.
- C6.3 The speed humps dimensions shall be as follows: 2 meters wide multiplied by the width of the road excluding the speed hump at the entrance of the admin building which should be one meter in width. A maximum height of 120 mm shall be maintained at all humps.

PART D: ROAD MAKING AND PAINT WORK AND SIGNAGE.

CONTENT

D1 SCOPE OF WORK

D2 ROAD MAKING PAINT

D3 GENERAL

D4 MEASUREMENT AND PAYMENT

D1 SCOPE OF WORK

The work covered by this part of the contract consists of the following:

- i) Clear surface and remove all loose debris.
- ii) Paint speed hump and stop signage before entrance to the Container terminal and the exit in accordance with the South African Road Traffic Signs Manual and 'Guidelines to Traffic Calming'.
- iii) Putting up signage before entrance to the Terminal
- vi) Have a flag-man and traffic control signs to direct traffic.
- v) Make sure that the paint is dry before moving any traffic control signs.
- vi) Installing boom gate at the container terminal entrance and exit and entrance to the admin building

D2 ROAD MAKING PAINT

The Road making paint that will be used will be Dulux Road making, in accordance with Specification SABS SANS 731-1.



SECTION 3

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

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

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 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).

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

| (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.

Respondent’s Signature

Date and Company Stamp



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

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 7 | √ |
| Valid Tax Clearance Certificate | √ |
| VAT Registration Certificate | √ |
| BBBEE Accreditation Certificate | √ |
| Certificate of attendance of Site Meeting / RFQ Briefing – Section 8 | √ |
| Non-Disclosure Agreement – Section 9 | |
| Supplier Declaration Form– Section 10 | |
| Supplier 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.

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.

Respondent’s Signature

Date and Company Stamp



SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 _____

1 _____

2 _____

2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 4

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

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

Respondent's Signature

Date and Company Stamp



SECTION 5

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

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

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 7

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

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

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Date and Company Stamp



SECTION 9

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

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

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

NON-DISCLOSURE AGREEMENT (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

45

Date and Company Stamp



SECTION 10

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

SUPPLIER DECLARATION FORM

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 11

NUMBER – CRAC-PRC6573

**CONSTRUCTION OF SPEED HUMPS AND REPAIRS TO SEGMENTED PAVEMENT-
HERMANSTAD, PRETORIA**

SUPPLIER CODE OF CONDUCT

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp