



RFQ CRAC-VAR06320

DESCRIPTION

DEVELOPMENT AND MAINTANANCE OF MODELS AND INTERFACING OF INSTRUMENTATION FOR A PERIOD OF 2 YEARS

ISSUE DATE:

26 MAY 2010

CLOSING DATE:

01 JUNE 2010

(10H00)

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

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



CRAC-VAR 06320

**DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF
INSTRUMENTATION**

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. Non-Disclosure Agreement
9. Suppliers Code of Conduct
10. Suppliers Declaration Form

“PREVIEW COPY ONLY”



SECTION 1

CRAC-VAR 06320

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION

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 26 May 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight rail, Tender advice center, 21 Wellington Road, Inyanda House 1, Parktown

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

OR

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

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

NOTE: This amount is not refundable.

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

Name : Beverley Ramaru
Email : Beverley.ramaru@transnet.net
Telephone : 011 584 0611

2. Quotations **in duplicate** must reach the Secretary, Transnet Freight rail, acquisition council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: CRAC-VAR06320
Description	: DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION
Closing date and time	: 01/06/2010 (10h00)
Closing address	(refer options paragraph 4 below)

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

Respondent's Signature

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Date and Company Stamp



- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Acquisition Council, P.O 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 21 Wellington Road Inyanda House No 1 Parktown , 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 Wellington road Parktown and is accessible to the public 24 hours per day, 7 days a week.

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

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

5. Please note that this RFQ closes punctually 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 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.

Respondent's Signature

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.....

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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-VAR 06320

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION

CONTRACT SPECIFICATION

NATURE OF WORK : DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION.

LOCALITY

TRACK TESTING CENTRE,
HOUT STREET,
JEPPESTOWN

SPECIFICATION

1. The Contractor shall carry out the work in accordance with the attached Contract Specifications and in thorough and workmanlike manner. The final acceptance of the work rests with Transnet Freight Rail's Manager at the Track Testing Centre, Jeppestown.
2. The Contractor shall supply all necessary labour, tools, equipment and material.
3. Should Transnet Freight Rail provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet Freight Rail equipment other than normal wear and tear, and any uneconomical usage or loss of material provided by Transnet Freight Rail, will be recovered from the Contractor.
4. **Transport cost would be a rate per km from the Contractors premises to Jeppestown.**



5. The obligation to look after the contract work and everything connected there within shall rest solely with the Contractor who shall take all necessary precautions to protect the public, the property of the public and the property and personnel of Transnet Freight Rail and all other persons, from injury, and to protect adjoining properties from trespass or damage during the progress of the work. In Contracts not exceeding R50 000.00 the Contractor shall also be liable to compensate any person who may suffer damages recoverable in law from the Contractor and/or from Transnet Freight Rail by reason of the said work, and hereby indemnifies Transnet Freight Rail Limited against any claims that may be made by any person whatsoever in respect of contracts in excess of R50 000.00 public liability insurance will be arranged by Transnet Freight Rail's cost. The insurance will be maintained for the duration of the contract, and until expiry of the maintenance period in the joint names of Transnet Freight Rail and the Contractor.
6. (a) The Contractor shall comply with the Workman's Compensation Act. 1941, and any amendment thereof.
- (b) The Contractor undertakes to carry out its obligations in accordance with the Machinery and Occupational Safety Act. 1993 (Act 85 of 1993) and Regulations and to comply with all requirements of the Act. The Contractor also undertakes to comply with the Safety Rules of Transnet Freight Rail, as adopted from time to time. A copy of which can be obtained from the relevant project leader.**
- (c) The Contractor shall at his own cost comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the work to be undertaken.**
- 7. If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet Freight Rail in supplying such material as are to be provided by it, or from any other cause, the Contractor shall inform Transnet Freight Rail within 24 (twenty-four) hours of the commencement of the delay, and may, within 7 (seven) days after such delay has ended, apply in writing to Transnet Freight Rail for extra time and/or extra payment and Transnet Freight Rail shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to**



compensate for the extra expense suffered by the Contractor. Transnet Freight Rail will grant such extension of time and/or authorise the payment of such sum as Transnet Freight Rail Ltd, in its sole discretion, considers adequate to cover the delay suffered or to compensate for extra expense incurred.

8. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet Freight Rail to cancel the contract forthwith.
9. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet Freight Rail may have, be deducted from any moneys due to the Contractor by Transnet Freight Rail whether under this contract or from any source whatsoever.
10. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a completion certificate and arrange payment of all moneys due to the Contractor by Transnet Freight Rail.
11. Transnet Freight Rail may order alterations, extras, additions to or omissions from the Works. The Contractor shall carry out or give effect to such orders from Transnet Freight Rail. The rates for such work shall be agreed between the Contractor and Transnet Freight Rail and where possible rates quoted in the schedule of quantities shall form the basis, as far as may be reasonable, of such agreement.
12. This agreement is for the interfacing of equipment and the maintenance and development of new models detailed hereunder
13. Contractor hereby undertakes to maintain a qualified and competent staff of technicians who shall service the models, as specified below. The Contractor shall make all necessary changes and test the program on real data. Changes must be done in a reasonable time, agreed upon between the contractor and the Transnet Freight Rail representative.



TYPE OF EQUIPMENT	QUANTITY	RATE PER ITEM PAYABLE ON COMPLETION AFTER EACH SERVICE		
		Year 1	Year 2	
MAINTENANCE OF MODELS		R _____	R _____	per
Hour				
NEW DEVELOPMENTS ON MODELS		R _____	R _____	per
Hour				
INTERFACING OF INSTRUMENTATION		R _____	R _____	per
Hour				
TRAVEL RATE PER KM		R _____	R _____	per km

14. The conditions of this Agreement do not include the cost of new parts. Extra time needed for replacement of parts will be charged for as per paragraph 13.

15. When the conditions specified in paragraph 13 and/or 14 apply and the expected extra cost exceeds the amount of R 40 000,00 the Contractor will inform Transnet Freight Rail by letter of the anticipated cost and wait for written authorisation to proceed with the repair work.

16. Payment for the service of equipment shall be made as per agreement after receipt of accounts supported by certificates, certified by an authorised officer in the employ of Transnet Freight Rail to the effect that the service of the equipment was carried out and/or parts fitted.

17. The contractor will be held responsible for all equipment under repair in their workshops. Any lost or stolen equipment shall be replaced by the contractor.

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 3

CRAC-VAR 06321

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION

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 24 Months 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 11/05/2010 (State alternative validity period/date).



TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company’s Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFQ is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

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

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	
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DECLARATION

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

YES		NO	
-----	--	----	--

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	√
Pricing & Delivery Schedule – Section 6	√
General Tender Conditions, Form CSS5 – Section 7	√
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	√
Specifications and Drawings – Section 10	√
Non-Disclosure Agreement – 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

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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

“PREVIEW COPY ONLY”



SECTION 4

CRAC-VAR 06320

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION

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-VAR 06320

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION

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-VAR 06320

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto

“PREVIEW COPY ONLY”



SECTION 7

CRAC-VAR 06320

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION

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 8

CRAC-VAR 06320

NON DISCLOSURE AGREEMENT

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 9

CRAC-VAR 06320

SUPPLIERS CODE OF CONDUCT

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 10

CRAC-VAR 06320

SUPPLIERS DECLARATION FORM

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp