



Transnet Freight Rail
A division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR A PERIOD
OF ONE YEAR

ISSUE DATE	:	22 February 2011
CLOSING DATE	:	15 March 2011
CLOSING TIME	:	10h00
OPTION DATE	:	28 June 2011

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



RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

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. Service Fees and Costs
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of RFQ Briefing
10. Minimum Communal Health Requirements (E4B)
11. Safety Arrangements and Procedural Compliance (E4E)
12. Tender Safety Clause and Questionnaire
13. Specification For Works On, Over, Under Or Adjacent To Railway Lines And Near High Voltage Equipment. (E7)
14. Schedule of Plant and Equipment
15. Non-Disclosure Agreement ("NDA")
16. Labour payment schedule
17. Schedule of the Tenderers Experience
18. Supplier Declaration Form Version 7.4
19. Code of Conduct

Respondent's Signature

2

Date and Company Stamp



SECTION 1

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

NOTICE TO BIDDERS

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

On or after 22 February 2011 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of R150.00 (VAT inclusive) is applicable quotation. Payment is to be made to Transnet Freight Rail, Standard Bank, Account Number 203158598, Branch Code 004805, Ref No. EMPBB195-7052. The official Bank receipt(s) franked with the official Bank stamp to be provided with on the collection of a tender document. The amount is not refundable.

NOTE: 1.1. This amount is not refundable. RFQ Document will only be available until 15h00 on the 28 February 2011

2. A **compulsory** information briefing session will be conducted on the 01 March 2011, at 10h00. Meeting Place will be in the Transnet Freight Rail, 227 Mark Street, Boardroom, Vryheid, 3100.

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

Respondent's Signature

3

Date and Company Stamp



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

Name : Barbara Bhengu
Division : Transnet Freight Rail
Phone No. : 035 906 7669
Email : Barbara.Bhengu@transnet.net

1. Quotations in triplicate must reach The chairperson, Transnet 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	: EMPBB195 - 7052
Description	: Provision, Maintenance and Operation of one 120 H Motor Grader
Closing date and time	: 15 March 2011 at 10h00
Closing address (refer options paragraph 4 below)	

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 **If posted**, the envelope must be addressed to The Chairperson, Transnet Freight Rail 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 Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, and should be addressed as follows:

THE SECRETARY TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR RFQ BOX INYANDA HOUSE 1 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001

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.



- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairman, Transnet Freight Rail and a signature obtained from that Office.

THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

5. Please note that this RFQ closes punctually at **10:00** on Tuesday **15 March 2011**.
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. service fees, deliverables, 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 South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.



TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

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

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Quotations the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

12.3 *Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.*

Turnover: Indicate your company's most recent annual turnover:



R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

12.4 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:
.....

12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

13 COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Chairperson of the Transnet Freight Rail Acquisition Council, at telephone number 011 308 3868 or fax no. 011 308 3867 on any matter relating to its RFQ response.

14 RFQ SCHEDULE

Respondent's Signature

7

Date and Company Stamp



Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

15 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 latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.

16 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.

17 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 work 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.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A QOUTATION BEING REJECTED**

18 DISCLAIMERS

Respondent's Signature

8

Date and Company Stamp



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.

19 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

9

Date and Company Stamp



Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 2

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

PART A

1. BACKGROUND

Provision, maintenance and operation of one 120 H motor grader for the period of one year.

EXECUTIVE OVERVIEW

Most Transnet Operating Divisions currently procure their services requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all Transnet Operating Divisions in locations around the country.

Transnet is seeking a partner(s) to provide solutions for its services nationally. It also seeks to improve its current processes for provision of these Services to its end user community throughout its locations.

The selected service provider(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).



- Transnet must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

2. SCOPE OF CONTRACT

The contract covers the Provision, Maintenance and Operation by the Contractor of plant for use on WORKS under the control of TRANSNET for the contract period and within the area of operations specified, subject to the terms set out in the succeeding clauses and specifications, special conditions and schedules (a copy of which, duly signed by the parties, is annexed hereto).

3. DEFINITIONS AND INTERPRETATION

CHIEF ENGINEER means the employee appointed as Chief Engineer or any person lawfully acting in that capacity.

CHIEF ENGINEER'S DEPUTY means the employee appointed as Infrastructure Manager (Heavy Haul Lines) appointed by the Executive Manager to function as his deputy.

PROJECT MANAGER means the person appointed as Project Manager on the Coalline who takes charge of the contract.

TECHNICAL OFFICER means any person appointed by him to deputise for him in supervising the carrying out of the contract.

PLANT means any item listed in the schedule(s) of plant, which constitutes an Annexure to this contract used on the site for the carrying out of the WORKS.

SITE means the land and other place on, under, over, in or through which the WORKS are to be executed or carried out and any other land or place made available by Transnet in connection with the WORKS.

TOOL means any instrument, powered or otherwise, which is accepted as a hand tool by the industry concerned and which is normally used in a manual operation.

WORKS means the works to be executed by means of the construction plant provided by the Contractor.

Words implying the singular also include the plural and vice versa where the context requires.



4. BASIS OF PROVISION, MEASUREMENT AND PAYMENT

4.1. The plant will be provided by the Contractor on an "as and when required" basis and shall be supplied by the Contractor at the appointed place of work **within 14 days** of notification to supply. Transnet is under no obligation to provide continuity of work for any or all of the plant.

4.2. When the unit of measurement is the hour, payment will be pro rata to the nearest minute. When the unit of measurement is the kilometre, payment will be pro rata to the nearest hundred metres.

4.3. No payment will be made for the period of the Annual Holiday, unless work is performed during that time.

5. PLACE OF WORK

TECHNICAL OFFICER will define for each item of plant the place of work within the area of operations. Transnet reserves the right to alter the place of work to suit its own requirements.

6. SITE AND SUFFICIENCY OF TENDER

6.1. The Contractor shall be held to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates stated in the schedules of prices. These rates shall be held to cover all his obligations under the contract. No claim by the Contractor will be considered on account of the materials, methods of construction and/or site conditions being different from those assumed by him in tendering for the contract.

6.2. The Contractor shall not trade on Transnet property without the prior approval of Transnet.

6.3. Where entry on Transnet property is restricted, permission to enter will be given only



for the purpose of carrying out the WORKS and will be subject to the terms and conditions laid down by Transnet.

7. WORKMEN AND EMPLOYMENT OF LABOUR

- 7.1. All persons employed by the Contractor for carrying out the contract shall be competent, responsible and of good character.
- 7.2. If, in the opinion of the TECHNICAL OFFICER, any person employed by the Contractor is inefficient, negligent, disrespectful or objectionable, the Contractor shall forthwith remove such person from the WORKS when so directed in writing by the TECHNICAL OFFICER and such person shall not be re-employed upon the WORKS without the written permission of the TECHNICAL OFFICER.
- 7.3. During the currency of the contract, the Contractor shall not approach any employee of Transnet with a view to offering him employment in any capacity whatsoever.
- 7.4. The Contractor shall, at his own cost, provide an operator and whatever labour is necessary for the operation, servicing, maintenance and repair of the items of plant provided by him, except where otherwise stipulated in the contract documents.
- 7.5. The Contractor shall in all cases provide one labourer with each low-bed trailer. This labourer shall assist in the loading and unloading of the vehicle, and shall accompany the vehicle when delivering material.



8. CONDITIONS OF EMPLOYMENT

8.1. When called upon to do so by the TECHNICAL OFFICER, the Contractor shall produce proof that all wages due to his employees have been paid.

8.2. Should the Contractor fail to pay the salary or wages to any person employed by him **within 48 hours** of the said salary or wages becoming due, the TECHNICAL OFFICER, in his discretion and without prejudice to any other remedy available to Transnet, may pay such salary or wages to such person and recover the amount thereof as provided for in clause 34 hereof.

9. COMPLIANCE WITH STATUTES

9.1. The Contractor shall comply with the provisions of -
(i) The Workmen's Compensation Act, 1941, as amended,
(ii) The Occupational Health and Safety Act, Act No. 85 of 1993 and Regulations.

9.2. Compliance with all applicable legislation shall be entirely at the Contractor's cost.

9.3. No insurance of the Works will be affected by Transnet.

9.4. Spoornet will not be liable for any damages to his plant, workmen and tools.

10. REGISTRATION OF PLANT

The Contractor shall be responsible for the licensing and registration of plant and shall, on demand, produce documentary proof that he has complied with all such requirements.

11. HOURS OF DUTY

The Contractor's employees shall conform to the hours of duty required by the TECHNICAL OFFICER. The normal weekday hours of duty are 45 hours in a five-day week, from 07:00 to 16:30 with a half-hour break between 12:00 and 12:30. When so ordered by the TECHNICAL OFFICER, the Contractor's employees shall work overtime and on Saturdays, Sundays and statutory paid public holidays.

12. HOUSING OF EMPLOYEES AND CAMPING SITES

12.1. The Contractor shall make his own arrangements for the housing of his employees.

12.2. No accommodation of any description will be provided by Transnet for the



Contractor's use.

12.3. Fouling of the area inside or outside Transnet's boundaries must be prevented. The

Contractor may be called upon by the TECHNICAL OFFICER to dispose of any foul

Or waste matter by collecting and dispose off it.

13. DANGER OF CONTACT WITH ELECTRICAL CONDUCTORS

The Contractor shall, before commencing work, ascertain from the TECHNICAL OFFICER whether overhead or underground electrical conductors are affected by the WORKS, and he shall ensure that any precautionary measures required by the TECHNICAL OFFICER are strictly observed.

14. PLANT, EQUIPMENT, TEMPORARY BUILDINGS, MATERIAL AND TRANSPORT.

Transnet will not be responsible for any loss of or damage to any plant, tools, equipment, temporary buildings or material belonging to the Contractor, excepting loss or damage the proximate cause of which is the negligence of Transnet or its employees acting in the scope of their employment.

15. WORKS AND SUPERVISION AND KEEPING OF RECORDS

15.1. The TECHNICAL OFFICER will provide overall supervision of the WORKS and may

direct the Contractor and his employees in terms of the provisions of the contract or

in regard to any measures which the TECHNICAL OFFICER may require for the

operations of Transnet, the safety of trains, property and workmen of Transnet and

for the safety of other property and persons. The Contractor and his employees

shall carry out the directions of the TECHNICAL OFFICER.

15.2. The Contractor shall not communicate with the **EXECUTIVE MANAGER OR HIS**

DEPUTY except through the **TECHNICAL OFFICER**.

15.3. The Contractor shall supply and have available on the site at all times a printed

triplicate carbon copy book with detachable numbered sheets. Each day shall be



recorded which shall reflect the operational history of the item of plant for the hours it has been ordered to work on that particular day. Entries shall be made for every day the item of plant is ordered to work, whether it actually worked or not, and must cover all conditions and circumstances which may affect its working or productivity.

Each page shall clearly indicate the contract number and the item of plant to which it refers and shall be signed by both the TECHNICAL OFFICER or HIS DEPUTY and the Contractor or his authorised representative. The original sheets will be removed and retained by the TECHNICAL OFFICER and carbon copies retained by the Contractor. **Normal blank sheets are not acceptable.**

15.4. The entries in the daybook will be used for measurement and payment, and the Contractor shall ensure that all the records are complete in every respect. No payment will be made in respect of any returns, which are not properly completed and signed.

15.5. The Contractor's operator(s) shall be available on the site at all times while the WORKS are in progress to receive the directions of the TECHNICAL OFFICER.

16. SURVEY BEACONS AND PEGS

16.1. The Contractor shall on no account move or damage any beacon, bench mark, reference mark, signal, trigonometrically station or boundary fences in the execution of the WORKS, without the written approval of the TECHNICAL OFFICER. Should the Contractor be responsible for any such occurrence, he shall



report the circumstances to the TECHNICAL OFFICER.

17. PROTECTION OF PERSONS AND PROPERTY

17.1. The Contractor shall take all the requisite measures and precautions during the course of the WORKS to -

- (i) Protect the public and property of the public,
- (ii) Protect the property and workmen of both Transnet and Contractor,
- (iii) Avoid damage to and prevent trespass on adjoining properties, and
- (iv) Ensure compliance with any instruction issued by the TECHNICAL OFFICER or by any person appointed by him, or any instruction embodied in the contract documents, which affects the safety of any person or thing.

17.2. Transnet will provide, at its own cost, protection for the safe working of trains.

Protection by Transnet for any purpose whatsoever, does not absolve the Contractor from his responsibilities in terms of the contract.

17.3. All operations necessary for the execution of the WORKS, including the provision of any temporary works and camping sites, shall be carried out so as not to cause veld fires, ground, water or atmospheric pollution, soil erosion, or restriction of or interference with streams, furrows, drains and water supplies.

18. USE OF EXISTING ROADS.

18.1. The Contractor shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is



reasonably possible.

18.2. The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the TECHNICAL OFFICER has obtained the approval of the road authority concerned.

19. INTERFERENCE WITH TRANSNET ASSETS AND WORK ON RAILWAY LINES

19.1. The Contractor shall not interfere in any manner whatsoever with a railway line, nor shall he carry out any work or perform any act which affects the security, use or safety of a railway line or Transnet property except with the authority of the TECHNICAL OFFICER and in the presence of a duly authorised representative of Transnet.

19.2. The Contractor shall not carry out any work or operate any plant, or place any material whatsoever **nearer than 3 m from the centre line of any railway line**, except with the written permission of the TECHNICAL OFFICER and subject to such conditions as he may impose.

19.3. Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes. The Contractor will be held responsible for any damage to or interruption of such services arising from any negligent or wilfully wrongful act or omission on his part or the part of any of his employees, or persons engaged by him on the WORKS. The cost of repairing, replacing or restoring the services, as



well as all other costs arising from any damage to services, shall be borne by and will be recovered from the Contractor.

20. TEMPORARY STOPPAGE AND RECOMMENCEMENT OF WORK

Transnet will give the Contractor a **minimum of 24 hours' notice** of a temporary stoppage of use by Transnet of any plant provided in terms of the contract. The Contractor shall thereafter be entitled to remove such plant, but shall return it to an appointed place of work **within 7 days** of notification by Transnet that the plant is again required.

21. CUSTODY AND DELIVERY OF MATERIAL

21.1. The Contractor's operator shall tip material from tip lorries in the manner directed by the TECHNICAL OFFICER.

22. USE OF PLANT

Transnet reserves the use of the plant supplied in terms of clause 3 hereof while it is so supplied for its own purposes only, and the Contractor shall perform no work or service for himself or for any other party with such plant during the hours of duty defined, but shall perform only such work or services as directed by the TECHNICAL OFFICER.

23. FUELLING, SERVICING AND MAINTENANCE

23.1. The Contractor shall for all plant, except where otherwise stipulated in the contract documents, provide all material, tools, equipment and temporary buildings and perform all servicing, fuelling, maintenance and carrying out of repairs at his own expense and in his own time.

23.2. When plant is paid for on a daily or hourly basis, the time spent on servicing, fuelling, maintenance and repairing by the Contractor shall not be included in the hours standing or hours worked, and will not be paid for. Plant shall not be withdrawn from work for servicing and refuelling during normal hours of duty except when agreed to by the TECHNICAL OFFICER.

24. MECHANICAL CONDITION

24.1. No plant will be permitted to commence work until it has been examined and the Contractor is in possession of a certificate signed by the TECHNICAL OFFICER that the item is in an acceptable condition.



24.2. All plant shall be in good mechanical condition initially and, except where otherwise stipulated in the contract documents, shall be maintained by the Contractor in good mechanical and roadworthy condition for the duration of the contract.

24.3. The TECHNICAL OFFICER may, in his discretion, order the removal, temporarily or permanently, of any plant listed in the schedule(s) of plant where, in his opinion, the plant is not in a satisfactory mechanical condition or is incapable of performing the work required of it.

25. SUBSTITUTION

25.1. Only the plant listed in the schedule(s) of plant will be permitted to operate.

25.2. In exceptional circumstances, the TECHNICAL OFFICER may, in his discretion, permit the Contractor to substitute, either temporarily or for the duration of the contract, another item of plant in place of that listed in the schedule(s) of plant and accepted. The substitute plant shall be subject to the same conditions of contract as the original and shall in no way be inferior to the original. The substitute plant shall replace the original plant and shall be paid for at the rates in the schedule of prices for the original.

26. AVAILABILITY

26.1. Plant in workable condition, together with operators and, where specified, labourers, shall be supplied at the place of work **within 14 days** of the time the Contractor has been notified of requirements.

26.2. After the plant has been accepted at the place of work, the Contractor shall ensure that it is available for work for such period as may be required.



27. NON-AVAILABILITY

27.1. The Contractor shall advise the TECHNICAL OFFICER as soon as possible when any plant listed in the schedule(s) of plant is not available for work at its appointed work place.

27.2. If the non-availability of the plant is due to a mechanical breakdown, the Contractor shall advise the estimated time to effect repairs and to return the plant to work.

27.3. Non-availability due to puncture repairs will also be regarded as breakdown.

28. PENALTIES FOR NON-AVAILABILITY

28.1. Except as specified herein, penalties in terms of the Conventional Penalties Act, 1962, shall be payable by the Contractor for the loss of working time due to non-availability of the plant. Working time includes the normal weekday hours of duty and such periods of overtime and time on Saturdays, Sundays and statutory paid public holidays as the Contractor has been ordered to work.

28.2. Payment of penalties will not be enforced in the following cases: -

- (i) When the total normal working time lost in a calendar month does not **exceed 9 hours**, provided the non-availability is due to mechanical breakdown. The nature of the breakdown shall be reported and an estimate given of the time required to effect repairs, for certification by the TECHNICAL OFFICER.
- (ii) When the total normal working time lost due to a delay in the approved substitution of plant listed in the schedule(s) of plant does not **exceed 9 hours** in a calendar month.

28.3. Sums in payment of penalties will be recovered for each working hour lost as follows, but in respect of cases mentioned in sub-clause 27.2 hereof, only for hours lost in **excess of 9 hours** in any one month:

- (i) For tip-lorries, flat lorries, water lorries and light delivery vans - 60 per cent of the hourly rate for working time (Item 1 of Part D).
- (ii) For compressors, wheeled tractors, excavators, crawler tractors with blades and rippers, front-end loaders, graders and vibrating rollers - 60 per cent of the hourly rate for working time. (Item 1 of Part D).

28.4. Sums in payment of penalties will be recovered from any money due to the Contractor by Transnet.



29. STANDING TIME

When the Contractor has been ordered to work, and if the plant is available for work but is not working due to a requirement, act or omission on the part of Transnet or other contractor working for Transnet the Contractor will be paid standing time -

- (i) only for time falling within the hours of duty specified:
- (ii) only when the plant is in full working order with an operator, where applicable, in attendance.

The time claimed as standing time must be certified by the TECHNICAL OFFICER.

30. PAYMENT

No payment whatsoever will be made for any plant except for periods -

- (i) When working as directed by the TECHNICAL OFFICER, or
- (ii) Covered by items as per Part D.

31. LOADING OF VEHICLES

31.1. Vehicles shall be loaded to their full capacity except when otherwise instructed by the TECHNICAL OFFICER.

31.2. Vehicles may be loaded by hand or by mechanical plant to suit Transnet's requirements. Transnet will accept no claim for any damage, loss or expense caused to the Contractor and arising from the method of loading or the nature of the material loaded, or on account of the condition of the roads or terrain over which the vehicle is required to operate, except when such damage, loss or expense is due to negligence on the part of Transnet or its employees acting in the scope of their employment.

32. HAUL ROUTE

The haul route will be designated by the TECHNICAL OFFICER. Measurement of distance for payment purposes will be over such haul route even if the Contractor chooses, for reasons of his own, to transport material by a different route.

33. OPERATION OF PLANT

33.1. The Contractor's employees shall perform the work as directed by the TECHNICAL OFFICER and operate the plant in an efficient manner, to give as high an output of work as possible in the prevailing circumstances.

33.2. If, in the opinion of the TECHNICAL OFFICER, the output of any plant is unsatisfactory due either to the inability of the plant to meet the work requirements or to any defect in its operation, Transnet reserves the right to -



- (i) cancel the contract,
- (ii) move the plant to another place of work,
- (iii) order the removal of the operator, or
- (iv) order the removal, permanently or temporarily, of the particular item of plant, or its replacement.

34. TERMINATION OF CONTRACT

Transnet reserves the right to terminate the contract by giving the Contractor **7 days' written notice**.

35. RECOVERY OF MONEY FROM CONTRACTOR

Any and all money that may become payable to Transnet by the Contractor in terms of this contract may be recovered from the Contractor by deduction or recovery -

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

provided that nothing herein contained shall affect the operation of set-off as between Transnet and the Contractor.

36. INCREASE OR DECREASE IN COSTS

36.1. A contract price adjustment factor to be determined in accordance with the formula described in 35.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

36.2. The contract price adjustment factor shall be -

$$(1-x) \left(0,3 \frac{Lt}{Lo} + 0,49 \frac{Pt}{Po} + 0,21 \frac{Dt}{Do} - 1 \right)$$

where **x = 0,15** and

Lo, *Po* and *Do* are respectively labour, machinery and diesel fuel indices ruling for the calendar month TWO (2) months prior to closing date of the tender;

Lt, *Pt* and *Dt* are respectively labour, machinery and diesel fuel indices ruling for the calendar month TWO (2) months prior to the date of measurement.



36.3. The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

36.3.1 *Lo* and *Lt* shall be the labour indices for KwaZulu Natal, other urban areas (P0141.1 Table 21).

36.3.2 *Po* and *Pt* shall be the price indices of Civil engineering plant (P0142.1 Table 16)

36.3.3 *Do* and *Dt* shall be the price indices of "Diesel Oil - Coast" (P0142.1 Table 16).

36.4. When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

36.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

36.6. Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

36.7. Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

37. VALUE-ADDED TAX

37.1. Tendering

Value-added Tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the month's total measurement, after price adjustment have been made in terms of clause 35.

37.2. Payment

Value-added Tax shall be reflected on monthly contract payment certificates, and only paid on the presentation of a VAT-invoice by the Contractor.

38. PAYMENT CERTIFICATES

38.1. On or about the last day of each month, the TECHNICAL OFFICER shall make a progress measurement of the work done.

38.2. Thereafter the TECHNICAL OFFICER will issue a certificate authorising payment of such sum of money as he may consider represents the value of the work referred to



in clause 37.1 hereof.

39. BREACHES AND REMEDIES

- 39.1 Should the Contractor commit any breach or default of any kind mentioned in clause hereof, the CHIEF ENGINEER'S DEPUTY may exercise, subject to the provisions of clauses 39.1 to 39.7 hereof, for and on behalf of Transnet, immediately, the rights and powers set out in clause 38.3 hereof.
- 39.2 Breaches of defaults entitling the CHIEF ENGINEER'S DEPUTY to act in terms of clause 38.3 hereof shall be the following:
- (i) Failure of the Contractor to fulfil any term of condition of the contract.
 - (ii) Failure of the Contractor to pay any employee his salary or wages within **7 days** of the time of such salary or wages becoming due.
 - (iii) Failure of the Contractor to comply with any statutory provision, agreement, determination or award affecting conditions of employment.
 - (iv) Failure of the Contractor to satisfy any judgement or arbitrator's award entered against him within **72 hours** after such judgement or award is so entered, or to satisfy any attachment order against property within 24 hours of its issue.
 - (v) Any offer by the Contractor to compromise with his creditors.
 - (vi) Inefficiency or gross negligence in the carrying out of the contract.
 - (vii) Insolent or objectionable conduct, or the use of profane, insulting or offensive language by the Contractor towards any member of Transnet's staff.
 - (viii) Conviction of the Contractor or, any of his employees in a court of law for any offence which affects the interests of Transnet.
- 39.3 In the event of any breach or default mentioned in clause 38.2 hereof, the CHIEF ENGINEER'S DEPUTY may declare the contract cancelled and invoke any other legal remedy available to Transnet.
- 39.4 All wages, salaries, costs and expenses paid, incurred or sustained by Transnet, for which the Contractor is liable in terms of the contract, shall be paid by the Contractor on demand or shall be recovered as provided for in clause 34 hereof.
- 39.5 In any action taken or instituted by Transnet under clauses 38.1 to 38.4 hereof or under any clause of the contract read alone or in conjunction with these clauses, a certificate issued by the TECHNICAL OFFICER shall be deemed to be proof of any amount due by the Contractor to Transnet or by Transnet to the Contractor.



40. DISPUTES AND ARBITRATION

- 40.1 If any dispute or difference of any kind whatsoever arises between the TECHNICAL OFFICER or CHIEF ENGINEER'S DEPUTY and the Contractor in connection with the interpretation and/or application of the contract or the carrying out of the WORKS (whether during the progress of the work or after its completion and whether before or after the termination, abandonment or breach of the contract), the matter shall be referred in writing by the Contractor to the CHIEF ENGINEER not later than **3 months** after receipt by the Contractor of the decision of the TECHNICAL OFFICER or the CHIEF ENGINEER DEPUTY.
- 40.2 The CHIEF ENGINEER shall settle the dispute and shall advise his decision in writing both to the TECHNICAL OFFICER and the Contractor. Such decision in respect of every matter so referred shall forthwith be given effect to by the TECHNICAL OFFICER and the Contractor. The Contractor shall proceed with the work with all due diligence, unless the contract has been terminated by Transnet, whether or not notice of dissatisfaction is given by him as hereinafter provided.
- 40.3 Should the Contractor be dissatisfied with any decision of the CHIEF ENGINEER in regard to a dispute, he may require, within **28 days** of receiving such decision, that the matter be referred to an arbitrator to be agreed upon between the parties or, failing agreement, an arbitrator to be nominated, on the application of either party, by the President, for the time being, of the South African Institution of Civil Engineers. Should the President referred to herein be interested personally in the contract, the First Vice-President, of the aforesaid organisation, shall perform the function of nominating an arbitrator.
- 40.4 An arbitrator shall have full power to open up, review and revise any decision, opinion, direction certificate or valuation of the TECHNICAL OFFICER, the CHIEF ENGINEER'S DEPUTY or the CHIEF ENGINEER in so far as it may be necessary to do so for the proper determination of the dispute or difference, and neither party shall be limited, in the proceedings before such arbitrator, to the evidence or arguments put before the TECHNICAL OFFICER, the CHIEF ENGINEER'S DEPUTY or the CHIEF ENGINEER for the purpose of obtaining the decision of the CHIEF ENGINEER referred to above. The award of the arbitrator shall be final and binding on the parties.
- 40.5 Arbitration proceedings (except in regard to any matter arising under clauses 37.1 to 37.2 and 38.1 to 38.5 hereof) may not be entered into until after the expiry of the contract period except with the written consent of Transnet and the Contractor, provided always that no decision given by the TECHNICAL OFFICER, the CHIEF ENGINEER'S DEPUTY or the CHIEF ENGINEER in accordance with the foregoing provisions shall disqualify him as a witness and from giving evidence before the arbitrator on any matter whatsoever relevant to the dispute of difference so referred to the arbitrator as aforesaid.
- 40.6 Any amount which may become payable by the Contractor to Transnet in



Consequence of any decision by the CHIEF ENGINEER or of an arbitrator's award as the case may be, in accordance with the foregoing provisions of this clause, may be recovered in any manner described in clause 34 hereof.

40.7. The arbitrator's fees shall be borne by the parties concerned in accordance with the terms of the arbitrator's award. Should one party pay the arbitrator's fees, this party will have the right to recover from the other party any amount of such fee for which that party is responsible.

41. TRANSPORTATION OF MACHINE

41.1. The Contractor shall be required to transport the said machine from work site to work site as may be requested by the TECHNICAL OFFICER, as and when required, by means of a lowbed.

41.2. Lowbed:-

- 1) The lowbed shall be roadworthy and required to be in possession of the necessary transportation permit as required by the relevant roads authority.
- 2) The lowbed shall be required to be maintained and operated by the Contractor's personnel.
- 3) The written request for the moving of the said machine will be given **48 hours** in advance.

41.3. Availability of lowbed

Should the Contractor's own lowbed not be available, for any reason what so ever, the Contractor shall be responsible to hire in from an alternative source. All the requirements shall be relevant to that of the alternatively sourced lowbed.

41.4. Penalties

Penalties for the non availability of a lowbed, resulting in the delay of any work, the Contractor shall be penalized as follows:-

- 1) All plant that are standing due to the non-conformance of the Contractor, an amount double to that of the value of "standing time" claimed, shall be deducted from the payment of the Contractor.
- 2) If, at the discretion of the TECHNICAL OFFICER, it is found that the Contractor is on a regular basis, unable to meet his obligation with respect to the required transport, steps will be taken to terminate the said contract.

41.5. Security

In the interest of safety, the Contractor shall allow for armed security to accompany the lowbed when travelling in the area South of Ulundi.

41.6. Payment of lowbed moves



Payment will only be made, for transportation of machines, as indicated in Part D, “Schedule of quantities and prices”, of this contract. No other costs, whatsoever, will be entertained by Transnet.

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PART B

1. NATURE OF WORK

1.1. This specification covers the provision, maintenance and operation by the Contractor of a 140 G Grader, inclusive of fuel and operator as follows:

NUMBER OF GRADERS	MINIMUM OPERATING MASS (KG)	MINIMUM POWER RATING (kW) (Flywheel)	MACHINE EQUAL OR SIMILAR TO
ONE	13000	104	CAT 120 H

Grader is to be fitted with a hydraulic operated adjustable blade and rear mounted ripper.

Grader is required to have an articulated frame configuration with combined blade shifting, all hydraulically operated.

2. AREA OF OPERATIONS

The area of operations will be within the limits of the area controlled by the DEPOT ENGINEER, Vryheid, which is the coal line between **Piet Retief and Richards Bay Coal Terminal** as well as between **Sikame and Hlobane**.

3. DURATION OF CONTRACT

The contract period will be **12 months**.

4. CONDITIONS OF CONTRACT

No tender will be considered unless the tenderer certifies that he is acquainted with the contract documents including the Transnet 286 Agreement.

5. MOVEMENT OF PLANT

5.1. The Contractor shall deliver the plant complete in all respects, in a fully operational condition, with operator, at the initial place of work as directed.

5.2. The grader will be required to move from one place to another, and shall therefor be in a roadworthy condition at all times.



5.3. The time taken to move plant from one workplace to another will be treated as working time when the plant is moved under its own power.

5.3.1. The time taken to move plant from one workplace to another, when such a move is arranged by and at the cost of Transnet, will be treated as standing time.

5.4. It is a condition that one Front- and one Rear spare-wheel are available at all times at the machine on site.

5.5. It is a condition that Front- and Rear Halogen working lights are in a working condition at all times.

6. MEASUREMENT

6.1. The unit of measurement for both working-, standing time and inclement weather will be the hour.

6.2. The unit of measurement for establishing of machine on site will be paid per kilometre for the distance travelled and will be paid only when Contractor delivers machine on site at his cost. Should Transnet arrange it's own lowbed to establish machine, no payment will be made to Contractor for establishment.

7. PAYMENT

7.1. Payment will be made only -

- i) for actual hours worked, at the rates quoted in the schedule of prices for working time, and
- ii) for certified standing time, at the rates quoted in the schedule of prices for standing time,
- iii) for certified standing time, due to inclement weather, at the rates quoted.

7.2. The rates quoted in the schedule of prices for working time shall be inclusive of all costs in the supply, in a fully operational condition, the supply of diesel fuel, with operator, maintenance and operation of the grader and attached equipment, and its removal from the site, therefore no payment will be made for de-establishment.

7.3. The rates quoted in the schedule of prices for standing time shall be inclusive of all costs in the supply and maintenance in a fully operational condition, of the grader and attached equipment, with operator.

8. SCHEDULE OF PLANT OFFERED

The tenderer shall complete the schedule of plant offered.



9. HOUSING OF EMPLOYEES

Further to clause 11 of part A, the Contractor is to supply mobile accommodation, in the form of a roadworthy caravan, to his operator.

10. ESCALATION

Adjustment will be made in terms of Clause 35 of Part A.

11. BASIS OF ADJUDICATION OF TENDERS

11.1 For the purpose of adjudication of tenders, the estimated percentages of working-, standing time and inclement weather are as follows:

Working time	-	85%	} 100%
Standing time	-	5%	
Inclement weather	-	10%	

11.2 The estimated percentages are a guide to tenderers, but no claim whatsoever will be entertained for any differences between the estimated and actual percentages.

11.3 When adjudicating tenders, the decision will not solely be based on : -

- Compliance to minimum technical and commercial requirements or,
- Lowest price or,
- Transnet BEE policy

BUT ALSO

- Age of the plant
- Mechanical condition of the plant

That will best serve the interests of Transnet.

11.4 Plant will be inspected and examined prior to award of contract.

11.5 Further to clause 9 of Part A, the tenderer must submit at tender stage full documentation regarding licensing, COF and proof of registration. Failure to do so, will result in the tender not being considered.

11.6 Plant manufactured prior to **2004** will not be considered.

12. GENERAL INFORMATION

It is required that all Transnet operating divisions will be included in the scope of this Quotation.

The service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.



The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

13. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

(a)	ZAR1.00 (South African currency) being equal to..... (foreign currency).% in relation to tendered price(s) (.....) to be remitted overseas by Transnet.
(b) (Name of country to which payment is to be made)
(c)	Beneficiary details : Name (Account holder) Bank (Name and branch code)..... Swift code Country
(d) (Applicable date of Exchange Rate used)

14. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organization.

Accepted:

YES	
-----	--

NO	
----	--



15. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 -
 -
 -
 - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days’ notice to the Supplier.

Accepted:

YES	
-----	--

NO	
----	--

16. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

YES	
-----	--

NO	
----	--

If “yes”, please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent’s Quotation if there is insufficient space available.



(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

.....

.....

.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

.....

.....

.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

.....

.....

.....

18. REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number



19. EVALUATION CRITERIA

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Competitive Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Payment conditions
- Total cost of ownership ('TCO')
- Financial capacity
- References / Precious performance records
- Compliance to specification
- Fit for purpose
- Risk / safety plan
- Technical capacity /resources
- Delivery /schedule
- B-BBEE certificate and scorecard

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SECTION 3

RFQ NUMBER EMPBB195 - 7052

PROVISION OF INVADER PLANT CONTROL ALONG THE LINE BETWEEN VRYHEID AND ULUNDI FOR THE PERIOD OF TWO YEARS

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 Service Fees in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-



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

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the 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 favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of **1 YEAR** only, and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ (State alternative validity period/date).



TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

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

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

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

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

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

REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company’s Registration Certificate with their Quotation.



NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent’s domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information will have to be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

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

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)

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent’s price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet’s discretion or the particular item(s) or service(s) purchased outside the contract.

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	√
Service Fees and Costs - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of RFQ Briefing – Section 9	√
Schedule of Plant and Equipment – Section 10	√
Labour payment Schedule – Section 11	√
Schedule of the Tenderers Experience – Section 12	√
Supplier Declaration form version 7.4 – Section 13	√
Pest Control Certificates – Section 14	√
Code of Conduct – Section 15	√
Certified Copy of Financial Statements (for the past 3 years) including Balance sheets	√
Certified Copy of Share Certificates CK1 & CK2	√
Certified copy of certificate of incorporation and CM29 and CM9	√
Certified Copy of Identity Documents of Shareholders/Directors/members (where applicable)	√
Copy of Cancelled Cheque or letter from the bank verifying banking details (with bank stamp)	√
Original current Tax clearance certificate	√
A letter with the company’s letterhead confirming physical and postal addresses	√
Audited Financial statement for previous year	√
Letter of Good Standing with the Compensation Commissioner	√
Original Vat registration certificate	√



Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,12,13,14,and 15 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.

SIGNATURE OF WITNESSES:

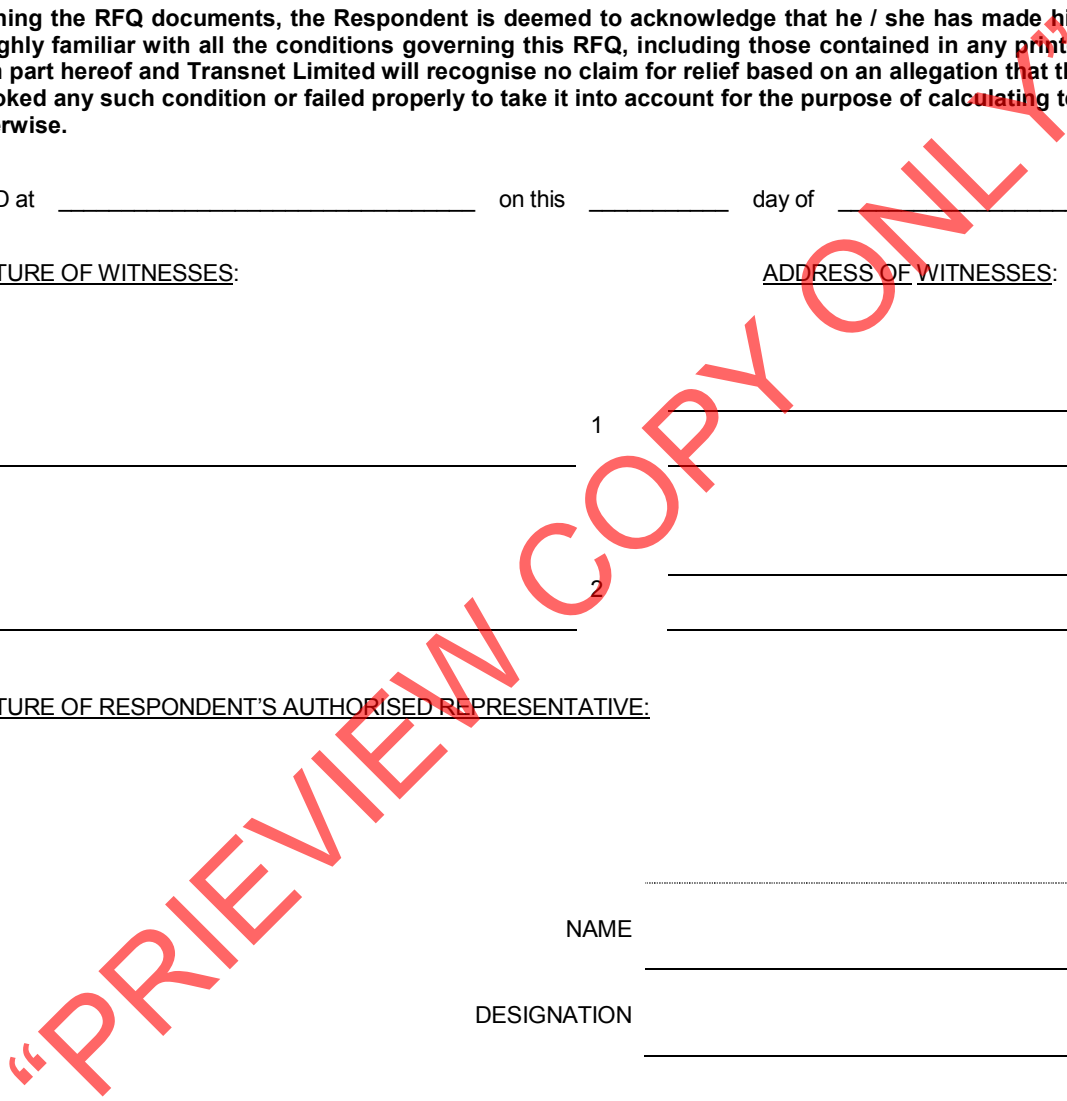
ADDRESS OF WITNESSES:

1 _____ 1 _____
2 _____ 2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME _____

DESIGNATION _____





SECTION 4

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR FOR THE PERIOD OF ONE YEAR

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 Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

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

RFQ NUMBER EMPBB195 – 7052

SERVICE FEES AND COSTS

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Rate for working time	hour	2020		
2	Rate for standing time	hour	120		
3	Rate for inclement weather	hour	238		
4	Establish on site - Grader	sum	Rate only		-----
5	Establish lowbed to Vryheid	sum	2		
6	Travel lowbed unloaded	km	2400		
7	Travel lowbed loaded	km	2400		
8	Provision of armed security guard	month	12		
9	Supply & maintain rest of support service for Grader	day	250		
				<u>SUB TOTAL</u>	
				<u>14% VAT</u>	
				<u>TOTAL</u>	

WITNESSES:

1. _____

2. _____

 NAME IN BLOCK LETTERS

 CONTRACTOR

DATE: _____



SECTION 7

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”



SECTION 8

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in Clause 19 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.”



SECTION 9

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

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 Goods to be rendered in terms of this RFQ on2010.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



SECTION 10

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

“PREVIEW COPY ONLY”



SECTION 11

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

“PREVIEW COPY ONLY”



SECTION 12

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

TENDER SAFETY CLAUSE AND QUESTIONNAIRE

“PREVIEW COPY ONLY”



SECTION 13

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

Specification For Works On, Over, Under Or Adjacent To Railway Lines And Near High Voltage Equipment. (E7)

Refer Form E7 attached hereto.

“PREVIEW COPY ONLY”



SECTION 14

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

SCHEDULE OF PLANT OFFERED

(Tenderers must supply photocopies of maker's specifications with illustrations of plant offered)

Make	Year of Manufacture	Model No.	Mass (kg)	Nominal power rating (kw) (flywheel)	Registration No.	Machine Serial. No.

WITNESSES:

1. _____

2. _____

CONTRACTOR

DATE: _____

NAME IN BLOCK LETTERS



SECTION 15

RFQ NUMBER EMPBB195 – 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

Non-Disclosure Agreement (“NDA”)

“PREVIEW COPY ONLY”



SECTION 16

RFQ NUMBER EMPBB195 – 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

LABOUR PAYMENT SCHEDULE

Tenderers are required to complete the following schedule:

DAY LABOUR (if required)

Skilled Hour _____
Unskilled Hour _____
Labourer Hour _____
Driver/Operator Hour _____
% Profit on Material _____

SUBCONTRACTOR/S

Supervisor/s Hour _____
Labourer/s Hour _____

TRANSPORT AND MACHINERY

RUNNING

STANDING

1. Light vehicle up to 1 ton
2. 5 Ton vehicle

3. Other equipment:

4. Full details of any other charges:



SECTION 17

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

SCHEDULE OF THE TENDERERS EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed



SECTION 18

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

Supplier Declaration Form Version 7.4

Refer Supplier Declaration Form attached hereto.

“PREVIEW COPY ONLY”



SECTION 19

RFQ NUMBER EMPBB195 - 7052

PROVISION, MAINTENANCE AND OPERATION OF ONE 120 H MOTOR GRADER FOR THE PERIOD OF ONE YEAR

Code of Conduct

Refer Code of Conduct attached hereto.

“PREVIEW COPY ONLY”