



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMPG271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

ISSUE DATE : 13 JULY 2010
CLOSING DATE : 10 AUGUST 2010
CLOSING TIME : 10H00
OPTION DATE : 10 NOVEMBER 2010

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

Respondents Signature

Date & Company Stamp



RFQ NUMBER EMPG271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
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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. Schedule of Rates**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate of Attendance of Information Briefing Session**
- 10. Schedule of Plant**
- 11. Minimum Communal Health Requirements (E4B)**
- 12. Safety Arrangements and Procedural Compliance (E4E)**
- 13. Suppliers Code of Conduct**
- 14. Non-Disclosure Agreement**

Respondents Signature

Date & Company Stamp



SECTION 1

RFQ NUMBER EMPSG271-6440

PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND SURROUNDING AREAS ON AN “AS AND WHEN” BASIS

FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

1. Quotations are requested from 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 13 July 2010 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 R100, 00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; EMPSG271-6440 and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on 27 July 2010.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Boardroom 262, Malahle House, No. 4 Kiewiet Street, Empangeni on the 28 July 2010, at 10h00.
 - Respondents failing to attend the compulsory information briefing session will be disqualified.
 - Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
 - Respondents to provide own transportation

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

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

Name	:	Sophie Goldstone
Division	:	Transnet Freight Rail, (SCS) Procurement
Email	:	Sophie.Goldstone@transnet.net

Respondents Signature

Date & Company Stamp



3. Quotations **in DUPLICATE** must reach The Secretary, 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	: EMPSG271 – 6440
Description	: Civil emergency repairs and maintenance work to assets of Transnet Freight Rail for Golela, Empangeni, Stanger and surrounding areas on an “as and when” basis
Closing date and time	: 10 August 2010 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 Secretary, Transnet Freight Rail Acquisition Council, and 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 Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

**THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER 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.

Respondents Signature

Date & Company Stamp



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

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

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 10 August 2010.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
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 RFQ PRICES) of the General RFQ 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, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFP responses. 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 R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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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 (the South African National Accreditation Systems, 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 SANSAS 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 SANSAS, 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 between R5 million and 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 <R5 million are exempted from being rated or verified):**

- Automatic rating of Level 4 rating, 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% (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 RFPs the percentage, of the total contract value that 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 subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

Respondents Signature

Date & Company Stamp



12.3 Each Respondent is required to furnish proof of its BBEE 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 BBEE certificate and detailed scorecard from an accredited rated 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 BBEE 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' BBEE credentials.

12.5 Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all RFQ submissions.

DTI BBEE UNIQUE PROFILE NUMBER:
.....

12.6 Failure to submit your BBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBEE 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 (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the TRANSNET Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

Respondents Signature

Date & Company Stamp



14. RFQ SCHEDULE

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 BBBEE Certificate;
 - 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-RFQ 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.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

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.

Respondents Signature

Date & Company Stamp



**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

18. DISCLAIMERS

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

- modify the RFQ’s Service(s) 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
- preference will be given to locally based suppliers

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.

Respondents Signature

Date & Company Stamp



Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

“PREVIEW COPY ONLY”

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

Respondents Signature

Date & Company Stamp



SECTION 2

RFQ NUMBER EMPG271 – 6440

PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND SURROUNDING AREAS ON AN “AS AND WHEN” BASIS

FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. SCOPE OF WORK

- 1.1 This contract comprises the performance of general civil emergency repair work to TFR assets at Empangeni and surrounding areas on an “as and when basis” as to be instructed by officials of the Property Technical Pretoria at any time during the duration of the contract.
- 1.2 The Contractor shall perform emergency repair work in accordance with this specification on an “as and when required” basis.

2. TENDER DOCUMENTS

- 2.1 Tenderers are required to acquaint themselves with the contents of this document. A tender may be rejected should the “Certificate of Acquaintance with Contract Documents” not be signed by the Tenderers and submitted with the tender.

3. CONTRACT DOCUMENTS

Transnet will enter into a standard Petty Contract Agreement with the successful tenderer.

4. CONDITIONS

- 4.1 Except where otherwise specified, the Contractor shall provide all labour, tools consumable stores, plant equipment, services, materials and ingredients of every description required for the carrying out and completion of the work included in this contract. Proof of prices paid by the Contractor for such consumable stores, materials and ingredients shall be made available for Transnet on a monthly basis together with the Contractor’s tax invoice.
- 4.2 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The Contractor must be able to respond to any emergency request within twenty-four hours after he is notified thereof.

Respondents Signature

Date & Company Stamp



- 4.3 The Contractor shall also provide:
- 4.3.1 Satisfactory proof of his qualifications before Transnet will permit him/her to commence duties. Acceptable proof of qualifications shall be:
- a trade test diploma from the Department of Manpower issued at the Olifantsfontein test centre; or
 - a completed contract of apprenticeship; or
 - proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country.
- Transnet may test the mechanical aptitude of an artisan by means of a brief in house trade test and should it be dissatisfied with the result of the test, the provision of clause 4.7 hereunder shall then become applicable;
- 4.3.3 Insurance cover for his tools and equipment against theft:
- 4.4 The Contractor shall pay any and all applicable taxes payable by the qualified artisans, workmen's compensation, duties of fees assessed or levied by the Central Government, Provincial or Local Authority or a regional service council as a result of the services provided by the Contractor in terms of this Agreement.
- 4.5 Notwithstanding the fact that the Contractor performs his services under the control and authority of Transnet, he shall not at any stage be entitled to payment of any bonuses or benefits payable to employees of Transnet, nor shall he be entitled to any medical benefits of Transnet.
- 4.6 The contractor shall:
- 4.6.1 Perform all duties in accordance with the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) and adhere to all safety rules and regulations as lay down by line Mangers/Supervisors and to slot in with Transnet's safety/loss control programme.
- 4.6.2 be expected to carry out, safely, all repairs related to the work and conform to all safety and maintenance working standards and regulations or as stipulated by Supervisors.
- 4.6.3 Adhere to the time allowed per job given by Supervisors, based on times as laid down in Transnet bonus work manuals / schedules or on manufacturer's standard times, without neglecting the standard of workmanship.
- 4.6.4 Be subject to the control, authority and supervision of Transnet.
- 4.6.5 Guarantee the quality of his workmanship for a period of twelve (12) months.
- 4.7 In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

Respondents Signature

Date & Company Stamp



- 4.8 Should the Contractor be unable in general to adhere to the laid down bonus manual/schedule time or manufacture's standard time, Transnet may terminate the Agreement.
- 4.9 Both parties shall keep daily records, time sheets and such other records or documents as may be necessary to enable the parties to determine exactly how many hours per job-card (including overtime) the Contractor has been in Transnet's service.
- 4.10 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 to cancel the contract forthwith
- 4.11 Reflector belts and safety shoes must be worn at all times on site

5. PRICE STRUCTURE AND PAYMENT

- 5.1 Transnet shall remunerate the Contractor at the rates as depicted in the Schedule of Prices.
- 5.2 The rates shall remain firm for a two year contract period and no further review of basic rates shall be entertained during the contract period.
- 5.3 The invoiced amount payable to the Contractor shall be the sum of the changes as set out in clause 5.1 supra, which shall be determined in accordance with the record, time sheets and such other documents kept by the parties, and which shall be invoiced monthly.
- 5.4 TFR shall effect payment within 30 days after receipt of each invoice per job card on which total working hours and materials etc. used during a month is stated.
- 5.5 Any error in the invoiced amount shall be corrected and reflected in the following monthly statement by the Contractor.
- 5.6 All invoices must reflect the following information: -
 - a) Contract Number
 - b) Job Number/ Ref number
 - c) Description of work performed plus detailed address where work was performed
 - d) Labour hours
 - e) Traveling Time
 - f) Proof of material purchased (Invoice)
 - g) All invoices to be verified by TFR Supervisor and stamped

6. IMPOSSIBILITY OF PERFORMANCE

Should any of the obligations of any party to this Petty Contract Agreement become objectively impossible of performance, such party shall be exempted from its obligations under this Agreement, if:

- 6.1 the circumstances that rendered performance impossible was enforceable at the time of contracting and the party concerned displayed reasonable care and diligence in attempting to avoid the consequences thereof, or

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6.2 the circumstances that rendered performance impossible was foreseeable at the time of contracting but was beyond the control of the party concerned, provided that such party could not reasonably have expected to have taken it into account in undertaking his contractual obligations and displayed reasonable care and diligence in attempting to avoid the consequences thereof.

Such exemption shall, however, operate only for the period during which the relevant circumstance prevails. Notice of such circumstances shall be conveyed to the other party in writing without delay.

7. BREACH

In the event of either party committing a breach of the Petty Contract Agreement, and persisting or repeating such conduct, after having received written notice by the party to remedy such breach within seven (7) days after receiving the notice, the aggrieved party may forthwith cancel this Agreement by written notice to the other party.

8. GENERAL

8.1 The parties choose as domicile citandi ex executandi and also to which any notice arising from the Petty Contract Agreement can be forwarded, the address as stated in the Petty Contract Agreement.

8.1.1 Either party may change the addresses chosen in clause 8.1 of this Agreement by giving the other party notice in writing of the new address: Provided that such notice shall only be valid from the date the other party forwards an acknowledgment of receipt by prepaid registered mail to the other party's new address;

8.1.2 If a party to this Agreement has forwarded a notice by prepaid registered mail to the address chosen in clauses 8.1 or 8.1.1. Whichever is applicable, it shall be regarded as sufficient notice for all-purpose and it is deemed that the contents of the notice actually come to the knowledge of the other party three days after the notice was mailed.

8.2 No extension of time, waiver, indulgence, release from liability, compromise or other arrangement granted or allowed by either party shall constitute a waiver or novation of, or in any other way prejudice each party's rights in terms hereof.

8.3 ADVERTISING RIGHTS

8.3.1 The Contractor acknowledge that he is acquainted with the provisions of section 14(2) of the Merchandise Marks Act of 1941, in terms of which he is prohibited from advertising the fact that he is a Contractor to Transnet unless the written authority of Transnet thereto has first been obtained. Transnet reserves all advertising rights on Transnet's property.

8.3.2 The Contractor shall not trade on Transnet's without prior approval of Transnet.

9. COMPLIANCE WITH STATUTES

9.1 The Contractor shall comply with the provisions of the Workman's Compensation Act, 1941, as amended; the Occupational Health and Safety Act, 1993, (Act 85 of 1993)

Provincial Ordinances and local Authority By-Laws, and all relevant Regulations framed there under.

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

10. SUPERVISION

10.1 Transnet may delegate to any deputy or other person, any of his powers of functions under the contract and, on receiving notice in writing of such delegation, the Contractor shall recognize and obey the deputy or person to whom any such powers or functions have been delegated as if he was the Production Manager.

11. DEVIATIONS

Any deviations from the specifications or qualifications are to be submitted under separate cover.

12. DAMAGES TO PROPERTY

The successful Tenderer shall take adequate precautions against damage to existing assets during the course of the contract.

13. CANCELLATION OF CONTRACT

Transnet reserves the right to cancel the contract, in writing, at any time, and without giving any reason by giving the Contractor two (2) days written notice

14. VALIDITY PERIOD OF TENDER

This tender shall remain valid for a period of 90 days after the closing date of the tender.

15. INSPECTION OF WORK

During the progress of the contract, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspection by the Property Technical Pretoria. Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship or any other fault or neglect on the part of the Contractor, such defective materials or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the entire satisfaction of the Production Manager or his duly authorised representative.

16. SCHEDULE OF RATES

The Schedule of Rates (Bill of Quantities and Prices) must be completed in black ink and rates must exclude VAT.

17. SPECIFICATION

This specification contains sections with heading as indicated as follows:
Special Conditions
Schedule of Rate (Bill Of Quantities And Prices)

Respondents Signature

Date & Company Stamp



The successful Tenderer is required to check the number of pages and should any be found to be missing or in duplicate, the figures or writing to be indistinct, or should there be any doubt or obscurity as to the meaning or particulars or descriptions or should the tenderer consider that the item is incorrectly or inadequately described he must inform the Transnet Freight Rail, Supply Chain Services, Malahle House, Room 201F, 4 Kiewiet street, Empangeni, at once in writing and have same rectified or explained as the case may be, as no liability whatsoever will be admitted by Transnet in respect of errors in the tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by the Tenderer in, from or to any part of this specification unless it is expressly required to be made by written notice and should any unauthorised alterations, erasures or additions be made, it will not be recognised by Transnet.

18. PERIOD OF APPOINTMENT

The Contractor appointment in terms of this Agreement shall commence from the notification date and continue thereafter for a period of two years.

19. INSTRUCTIONS TO THE CONTRACTOR

all instructions to the Contractor shall be confirmed in writing and will be deemed to have been received if left with the Contractor or his agent at the business premises of the Contractor.

20. AREA OF WORK

The labour price quoted must include traveling within a radius of 50km. Traveling time will only be paid outside a radius of 50km from Empangeni as the central point

21. GENERAL INFORMATION

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.

22. 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 RFP, 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.

Respondents Signature

Date & Company Stamp



Accepted:

YES	
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NO	
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23. 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	
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24. 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	
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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

 Respondents Signature

 Date & Company Stamp



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.....

25. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

.....
.....
.....
.....

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

.....
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.....
.....

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

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.....
.....
.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 23 above)

.....

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



28. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the service.

29. INDEMNITY CLAUSE:

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 3

RFQ NUMBER EMP271 – 6440

PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND SURROUNDING AREAS ON AN “AS AND WHEN” BASIS

FOR A 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 _____

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;

Respondents Signature

Date & Company Stamp



- (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, 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 service, 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 two (2) years 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:

“PREVIEW COPY ONLY”

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, deliverables, quality, BBBEE status or for any other reason.

Respondents Signature

Date & Company Stamp



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 Quotation 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

Respondents Signature

Date & Company Stamp



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.....

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	
----	--

Respondents Signature

Date & Company Stamp



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

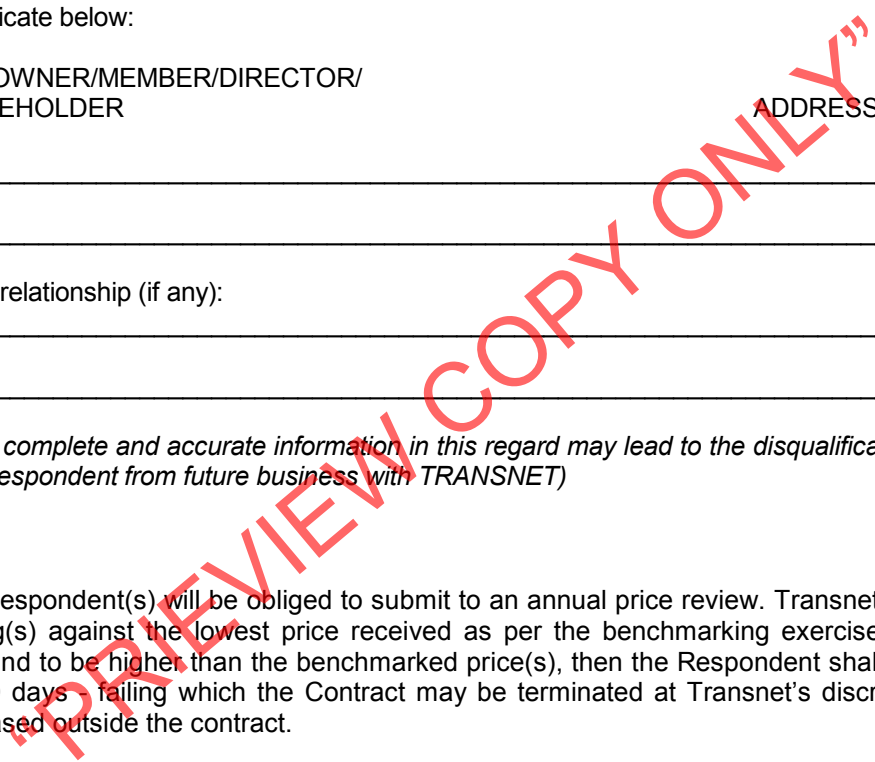
ADDRESS

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 Service(s) purchased outside the contract.



Respondents Signature

Date & Company Stamp



RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

- 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**
- Schedule of Rates - Section 6**
- General Tender Conditions - Form CSS5 – Section 7**
- Conditions of Contract - Form US7 – Section 8**
- Certificate of attendance of Information Briefing – Section 9**
- Schedule of Plant and Equipment – Section 10**
- E4B – Minimum Health Requirements – Section 11**
- E4E – Safety arrangements and Procedural compliance – Section 12**
- Supplier code of conducts – Section 13**
- Non-Disclosure Agreement – Section 14**
- Transnet Supplier Declaration/Application**
- Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)**
- Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)**
- Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)**
- Certified Copy of Share Certificates of Shareholders, CK1**
- A Letter with the company's letterhead confirming physical and postal addresses**
- Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate**
- A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)**
- Satisfactory proof of company qualifications**
- Letter of Good Standing with the Compensation Commissioner**

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondents Signature

Date & 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 recognize 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 a _____ this _____ day of _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

“PREVIEW COPY ONLY”

NAME:

DESIGNATION:

Respondents Signature

Date & Company Stamp



SECTION 4

RFQ NUMBER EMPSG271 – 6440

PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND SURROUNDING AREAS ON AN “AS AND WHEN” BASIS

FOR A PERIOD OF TWO YEARS

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

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondents Signature

Date & Company Stamp



SECTION 5

RFQ NUMBER EMP271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENANCE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

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 recognize 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

Respondents Signature

Date & Company Stamp



SECTION 6

RFQ NUMBER EMPG271 – 6440

PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND SURROUNDING AREAS ON AN “AS AND WHEN” BASIS

FOR A PERIOD OF TWO YEARS

SCHEDULE OF RATES

Emergency repair work will be carried out at the following rates:

YEAR 1

	Normal Time	Overtime	Sunday Time
Skilled Labour Rate	R_____ /hour	R_____ /hour	R_____ /hour
Semi Skilled Labour Rate	R_____ /hour	R_____ /hour	R_____ /hour
Unskilled Labour Rate	R_____ /hour	R_____ /hour	R_____ /hour
Traveling Costs Outside A radius Of 50KM	R_____ /km		

YEAR 2

	Normal Time	Overtime	Sunday Time
Skilled Labour Rate	R_____ /hour	R_____ /hour	R_____ /hour
Semi Skilled Labour Rate	R_____ /hour	R_____ /hour	R_____ /hour
Unskilled Labour Rate	R_____ /hour	R_____ /hour	R_____ /hour
Traveling Costs Outside A radius Of 50KM	R_____ /km		

To a maximum of _____ KM (To be completed by Contractor)

(Traveling within a radius of 50KM to be included in Labour rates)

Traveling time will only be paid outside the 50km radius of Empangeni, 50km there and 50km back, and must include transport of labour, fuel and vehicle

Mark Up on Material Purchased _____ %

 Respondents Signature

 Date & Company Stamp



SECTION 7

RFQ NUMBER EMPSG271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 8

RFQ NUMBER EMP271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENANCE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

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 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.”

Respondents Signature

Date & Company Stamp



SECTION 9

RFQ NUMBER EMP271 – 6440

PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND SURROUNDING AREAS ON AN “AS AND WHEN” BASIS

FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of
this RFQ on2010.

.....
TRANSNET’S REPRESENTATIVE

.....
RESPONDENT’S REPRESENTATIVE

DATE.....

DATE.....

Respondents Signature

Date & Company Stamp



SECTION 10

RFQ NUMBER EMP271 – 6440

PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENANCE WORK TO ASSETS OF TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND SURROUNDING AREAS ON AN “AS AND WHEN” BASIS

FOR A PERIOD OF TWO YEARS

SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) Plant immediately available for work tendered for :

(ii) Plant on order and which will be available for work tendered for :

(iii) Plant to be acquired for the work tendered for :

Respondents Signature

Date & Company Stamp



SECTION 11

RFQ NUMBER EMPSG271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 12

RFQ NUMBER EMPSG271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENANCE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 13

RFQ NUMBER EMPSG271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 14

RFQ NUMBER EMPSG271 – 6440

**PROVISION OF CIVIL EMERGENCY REPAIRS AND MAINTENACE WORK TO ASSETS OF
TRANSNET FREIGHT RAIL FROM GOLELA TO EMPANGENI TO STANGER AND
SURROUNDING AREAS ON AN “AS AND WHEN” BASIS**

FOR A PERIOD OF TWO YEARS

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp