



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

## REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

**ISSUE DATE : 06 JULY 2010**  
**CLOSING DATE : 20 JULY 2010**  
**CLOSING TIME : 10H00**  
**OPTION DATE : 30 NOVEMBER 2010**

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

\_\_\_\_\_  
Respondent's Signature

1

\_\_\_\_\_  
Date and Company Stamp



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INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (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. **Pricing and Delivery Schedule**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Schedule of Plant**
10. **Minimum Communal Health Requirements (E4B)**
11. **Safety Arrangements and Procedural Compliance (E4E)**
12. **Non-Disclosure Agreement**
13. **Suppliers Code Of Conduct**



## SECTION 1

RFQ NUMBER ERAC\_VAR\_6136

### FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29 INSPECTION) AT NELSPRUIT AND KOEDOESPOORT. FOR A PERIOD OF 1 (ONE) YEAR

#### 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 06 July 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Tender Advice centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. (Free of charge).

2. No Information briefing session will be conducted.

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

Name : Anneline Scholtz  
Division : Transnet Freight Rail, (SCS) Procurement  
Email : Anneline.scholtz@transnet.net

3. Quotations **in DUPLICATE** 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  | : ERAC_VAR_6136  |
| Description                                       | : For the examine of forklifts and trucks (Code 29 Inspection) at Nelspruit and Koedoespoort for a period of 1 (One) year. |
| Closing date and time                             | : 20 July 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 Chairperson, 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 Freight Rail Acquisition Council RFQ box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

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

The measurements of the "RFQ 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 RFQ 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 Chairman, TRANSNET Freight Rail and a signature obtained from that Office.

**THE CHAIRPERSON  
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 20 July 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).

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% BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBEE, i.e. 110% BBEE 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 BBEE companies, must state in their RFPs the percentage, of the total contract value that would be allocated to such BBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

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

|  |
|--|
| <p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p>R.....</p> |
|--|

- 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.

|   |
|---|
| <p><b>DTI BBEE UNIQUE PROFILE NUMBER:</b></p> |
|---|



.....

**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. SOCIO-ECONOMIC OBLIGATION FOR FOREIGN RESPONDENTS**

Foreign Respondents socio-economic obligations under this procurement programme will fall under the associated government initiative, namely, the competitive Supplier Development Programme (“CSDP”) as developed by the Department of Public Enterprises, details of which are appended hereto at annexure A.

**14. 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 Chairperson of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

**15. 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.

**16. 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.

**17. COMPLIANCE**

The successful Respondent (hereinafter referred to as the “Supplier”) shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



**18. 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.**

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

**19. 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



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.

**20. LEGAL REVIEW**

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

|                          |
|--------------------------|
| NAME OF RESPONDENT ..... |
| PHYSICAL ADDRESS .....   |
| .....                    |

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

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 2

RFQ NUMBER ERAC\_VAR\_6136

### FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29 INSPECTION) AT NELSPRUIT AND KOEDOESPOORT. FOR A PERIOD OF 1 (ONE) YEAR

#### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1. SCOPE OF WORK

- 1.1 Examine and repair of lifting and machinery. All services has to include labor, transport and parts.
- 1.2 Examine and repair of equipment once a month.

#### INVENTORY LIST (Nelspruit)

|    |                                   |              |                   |          |             |
|----|-----------------------------------|--------------|-------------------|----------|-------------|
| 1  | Electrical Good Hoist             |              |                   | 5000 KG  | EPRY806P    |
| 2  | Hook + Cross head                 |              |                   | 5000 KG  | NSTFE5401/8 |
| 3  | Electrical Good Hoist             |              | Rope              | 5000 KG  | NSTFE 01    |
| 4  | Forklift Truck                    |              | TCM               | 10000 KG | NST8280003P |
| 5  | Forklift Truck                    |              | Hyster            | 3000 KG  | NST8280002P |
| 6  | Vehicle                           | Isuzu        | Load body + crane | 10000 KG | CYN518MP    |
| 7  | Truck mounted jib crane hydraulic |              |                   | 6100 kg  | T06256/A    |
| 8  | Hook + cross head                 |              | Palfinger         | 6100 KG  | T06256/B    |
| 9  | D/Shackle                         | + Pin        | Palfinger         | 6100 KG  | T06256/C    |
| 10 | Concrete                          | Sleeper      | L/hooks fist type | 580 KG   | NST SSB 04  |
| 11 | Concrete                          | Sleeper      | L/hooks pandrol   | 560 KG   | NST SSB 21  |
| 12 | Chain Sling                       | 1.5m/10mm    | General Use       | 3200 KG  | NST SSB 13  |
| 13 | Chain Sling                       | 1.5m/10mm    | General Use       | 3200 KG  | NST SSB 14  |
| 14 | Chain Sling                       | 5.0m/10mm    | General Use       | 3200 KG  | NST SSB 23  |
| 15 | Chain Sling                       | 5.0m/7mm     | General Use       | 1280 KG  | NST SSB 24  |
| 16 | Vehicle                           | Nissan h/bed | Load body + Crane | 4020 KG  | CYH918MP    |
| 17 | Truck mounted jib crane hydraulic |              |                   | 4020 KG  | 0915390/A   |
| 18 | Hook + Cross head                 |              | Palfinger         | 4020 KG  | 0915390/B   |
| 19 | D/Shackle                         | +Pin         | Palfinger         | 4020 KG  | 0915390/C   |
| 20 | Concrete                          | Sleeper      | L/Hooks fist type | 580 KG   | NST SSB 01  |



|    |             |           |                 |         |            |
|----|-------------|-----------|-----------------|---------|------------|
| 21 | Concrete    | Sleeper   | L/Hooks pandrol | 560 KG  | NST SSB 17 |
| 22 | Chain Sling | 1.5m/10mm | General Use     | 3200 KG | NST SSB 10 |
| 23 | Chain Sling | 1.5m/10mm | General Use     | 3200 KG | NST SSB 19 |
| 24 | Chain Sling | 5.0m/10mm | General Use     | 3200 KG | NST SSB 20 |
| 25 | Chain Sling | 5.0m/7mm  | General Use     | 1280 KG | NST SSB 01 |
|    |             |           |                 |         |            |

**2. 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.

**3. EXCHANGE AND REMITTANCE**

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General RFQ Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its RFQed 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.

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(a) ZAR1.00 (South African currency) being equal to ..... (foreign currency).  
 .....% in relation to RFQed 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)



**4. 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.

**Accepted:**

|            |  |
|------------|--|
| <b>YES</b> |  |
|------------|--|

|           |  |
|-----------|--|
| <b>NO</b> |  |
|-----------|--|

**5. 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)::

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |

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

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

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- Documentation Compliance
- Previous Performance/Track Record
- Plant/Equipment
- Pricing
- BBBEE Level

**8. 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 cause by or arise out of the service.

**9. 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

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**SECTION 3**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**RFQ NUMBER ERAC\_VAR\_6136**

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29 INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

**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 (revised August 2008);
- (ii) General RFQ Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



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 \_\_\_\_\_ 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 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.



**VALIDITY PERIOD**

TRANSNET desires a validity period of 4 (four) 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).

**PRICE BASIS**

i) The respondent must state hereunder whether the price(s) quoted, is/are firm for the duration of any resulting contract

YES / NO \_\_\_\_\_

If "NO" for what period are you prepared to hold the prices firm?  
Prices must be firm for the first 12 months

\_\_\_\_\_

ii) Tenders where firm prices are quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to adjustment.

iii) If price (s) is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the respondent is specially directed to clause 9 of the Standard Terms and Conditions of Contract, Form US7.

**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: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



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

|       |       |       |
|-------|-------|-------|
| ..... | ..... | ..... |
| ..... | ..... | ..... |
| ..... | ..... | ..... |
| ..... | ..... | ..... |
| ..... | ..... | ..... |

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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 (revised August 2008).

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

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



|         |       |
|---------|-------|
| 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 Service(s), 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

---



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Indicate nature of relationship (if any):

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\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



*(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.

**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   | √ |
| Pricing - Section 6  | √ |
| General Tender Conditions - Form CSS5 – Section 7  | √ |
| Conditions of Contract - Form US7 – Section 8  | √ |
| Schedule of plant and Equipment – Section 9  | √ |
| E4E – Safety arrangements and procedural compliance – Section 10   | √ |
| Safety arrangements and Procedural Compliance – Section 11   | √ |
| Suppliers Code Of conduct – Section 12   | √ |
| Non Disclosure Agreement – Section 13  |   |
| 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)   | √ |
| Certified Copy of share Certificates 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  | √ |
| Valid original or certified SARS Tax Clearance Certificate and VAT 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 BBBEE Accreditation Certificate | √ |

**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.**

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.

\_\_\_\_\_  
 Respondent’s Signature

\_\_\_\_\_  
 Date and Company Stamp



SIGNED a \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. \_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: \_\_\_\_\_

\_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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**SECTION 4**

**RFQ NUMBER ERAC\_VAR\_6136**

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (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 RFQs, Quotations and/or Contracts for the supply of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY



## SECTION 5

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (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 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 \_\_\_\_\_ 2009.

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



**SECTION 6**

**RFQ NUMBER ERAC\_VAR\_6136**

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29 INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
 FOR A PERIOD OF 1 (ONE) YEAR**

***Nelspruit***

| SCHEDULE OF WORK AND PRICES  |   |              |        |       |        |
|--|---|--------------|--------|-------|--------|
|  | Description   | Qty          | Unit   | Price | Amount |
| 1  | <b>Nelspruit</b><br>EXAMINE AND REPAIR OF LIFTING AND MACHINERY | 24           | MONTHS |       |        |
|  |   |              |        |       |        |
|  |   |              |        |       |        |
| NB: PRICE PER MONTH MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER |   | Gross Total: |        |       |        |
|  |   | 14% VAT:     |        |       |        |
|  |   | Amount Due:  |        |       |        |

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\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



## SECTION 7

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

**GENERAL TENDER CONDITIONS - SERVICES**

Refer Form CSS5 attached hereto.

**“PREVIEW COPY ONLY”**



## SECTION 8

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

**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.”*

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Respondent's Signature

---

Date and Company Stamp



## SECTION 9

RFQ NUMBER ERAC\_VAR\_6136

### FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29 INSPECTION) AT NELSPRUIT AND KOEDOESPOORT. FOR A PERIOD OF 1 (ONE) YEAR

#### 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 :

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

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

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## SECTION 10

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

### MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

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## SECTION 11

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

### SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

“PREVIEW COPY ONLY”



## SECTION 12

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

**Suppliers Code Of Conduct**

**Refer to Annexure attached hereto.**

**“PREVIEW COPY ONLY”**



## SECTION 13

RFQ NUMBER ERAC\_VAR\_6136

**FOR THE EXAMINE AND REPAIR OF FORKLIFTS AND TRUCKS (CODE 29  
INSPECTION) AT NELSPRUIT AND KOEDOESPOORT.  
FOR A PERIOD OF 1 (ONE) YEAR**

**Non-Disclosure Agreement (“NDA”)**

**Complete and sign NDA attached hereto**

“PREVIEW COPY ONLY”