



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT
RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

ISSUE DATE : 04 November 2010
CLOSING DATE : 23 November 2010
CLOSING TIME : 10H00
OPTION DATE : 28 February 2011

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

Respondents Signature

Date & Company Stamp



RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

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. **Transnet's Special Conditions for the Sale of Contaminated Diesel and used Oil**
8. **General Tender Conditions for the sale of Second Hand Goods**
9. **Standard Terms and Conditions of contract for the sale of Goods**
10. **Schedule of Plant**
11. **Contractual Safety clauses**
12. **Suppliers Code of Conduct**
13. **Non-Disclosure Agreement**

Respondents Signature

Date & Company Stamp



SECTION 1

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS 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 4 November 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 R200,00 (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; KDS80E1973 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 17 November 2010.

2. A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated below:

Name : Edward Smith
Division : Transnet Freight Rail, Supply Chain Services
Email : Edward.smit@transnet.net

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected RFQ documents. For this purpose all Respondents need to indicate their intention to respond by informing the above-mentioned Transnet employee (per email only) of their contact numbers as soon as possible but before 18 November 2010

3. Respondent's wishing to arrange an inspection of the Contaminated Diesel and used Oil which are being sold by Transnet through this RFQ process should make contact with the Transnet person indicated below in order to arrange a viewing. Please note that:

- 3.1 Respondents without a valid RFQ document in their possession will not be allowed to view the Contaminated Diesel and used Oil to be sold.

Respondents Signature

Date & Company Stamp



3.2 Respondents must make prior contact with the designated Transnet person in order to arrange a preview time. No person will be permitted to inspect the Contaminated Diesel and used Oil without such arrangements being made in advance.

Person to contact & address where Contaminated Diesel and used Oil can be viewed.

Name	Mr. Nico Van Rensburg
Designation	Senior Administrator
Operating Division	Transnet Freight Rail Bloemfontein
Telephone Number	(051)408-2203
Name	Mr. E.Smit
Designation	Senior Admin Official
Operating Division	Transnet Freight Rail Koedoespoort
Telephone Number	0833909420
Name	Mr. Mark Mitterutzner
Designation	Senior Administrator
Operating Division	Transnet Freight Rail Germiston
Telephone Number	0834556475

4. 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	: KDS80E1973
Description	: To procure contaminated diesel and used oil from Transnet Freight Rail at various depots for a period of two years
Closing date and time	: 23 November 2010 at 10h00
Closing address	: (refer options paragraph 4 below)

5. DELIVERY INSTRUCTIONS FOR THIS RFQ

5.1 **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.

5.2 **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:

 Respondents Signature

 Date & Company Stamp



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.

- 5.3 **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

6. Please note that this RFQ closes punctually at 10:00 on Tuesday 23 November 2010.
7. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
8. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
9. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
10. 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.
11. 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

Respondents Signature

Date & Company Stamp



12. 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.

13. **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.

13.1 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

Respondents Signature

Date & Company Stamp



- 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)

13.2 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.

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

<p>Turnover: 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.

13.4 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.

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

<p>DTI BBEE UNIQUE PROFILE NUMBER:</p> <p>.....</p>
--

Respondents Signature

Date & Company Stamp



- 13.6** 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.

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 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.

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.

18. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- 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

Respondents Signature

Date & Company Stamp



- 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
- 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.

Respondents Signature

Date & Company Stamp



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.....

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 KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. SCOPE OF WORK

Respondents are required to procure contaminated Diesel and used oil from Transnet Freight Rail. Refer to section 9 & 11 for the Transnet's Special Conditions & Contractual Safety clauses for the sale of Contaminated Diesel and used Oil.

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. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Respondents Signature

Date & Company Stamp



Accepted:

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

4. NATIONAL ENVIRONMENTAL MANAGEMENT ACT

In compliance with the **National Environmental Management Act, 107 of 1998**, the successful Respondent (the “Supplier”) shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to environmental acts and regulations

Accepted:

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

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) compliance with the National Environmental Management Act, 107 of 1998

.....

.....

.....

.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

 Respondents Signature

 Date & Company Stamp



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

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

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

6. EVALUATION CRITERIA

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Compliance – Completeness of your responses and content of the Quotation will be considered
- Collection period
- BBBEE status of company

7. DAMAGE TO TRANSNET LIMITED PROPERTY/ LIABILITIES

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.

8. 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.

Respondents Signature

Date & Company Stamp



SECTION 3

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS 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) Transnet's Special Conditions for the Sale of Contaminated Diesel and Used Oil
- (ii) General Tender Conditions, Form CSS5 – Second Hand Goods
- (iii) Standard Terms and Conditions of contract for the Sale of Goods

Respondents Signature

Date & Company Stamp



- (iv) 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 2 (two) weeks (or as otherwise agreed in writing between the parties), Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of two (2) years only.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

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

Respondents Signature

Date & Company Stamp



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

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

REGISTRATION CERTIFICATE

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

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

YES	
-----	--

NO	
----	--

DECLARATION

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

 Respondents Signature

 Date & Company Stamp



YES	
-----	--

NO	
----	--

If YES, please indicate below:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with TRANSNET)

RETURNABLE DOCUMENTS

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

- 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
- Transnet Special Conditions for the sale of Contaminated Diesel and Used Oil – Section 7
- General Tender Conditions for the Sale of Second Hand Goods – Section 8
- Standard Terms and Conditions of Contract for the Sale of Goods – Section 9
- Schedule of Plant and Equipment – Section 10
- Contractual Safety Clauses – Section 11
- Supplier code of conducts – Section 12
- Non-Disclosure Agreement – Section 13
- 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 percentage black ownership in the company AND/OR BBEE certificate and a scorecard from an accredited rating agency (ABVA Member)

Respondents Signature

Date & Company Stamp



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

SIGNED a _____ this _____ day of _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondents Signature

Date & Company Stamp



SECTION 4

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS 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 KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS 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 KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

SCHEDULE OF RATES

Item	Description	Where Available	Estimated Quantity	Price Per Litre Excluding VAT
EASTERN REGION				
1	Used oil in 210 Lt drums and Bulk tanks	Koedoespoort Diesel Depot.	30 000 Lt	
2	Used oil in 210 Lt drums and Bulk tanks	Polokwane, Nelspruit	15 000 Lt	
3	Used oil in 210 Lt drums	mussina	10 000 Lt	
4	Used oil in 210 Lt drums and Bulk tanks	Nelspruit	20 000 Lt	
FREE STATE AND NORTHERN CAPE REGION				
5.	Sludge Oil in 210 Lt drums	Warehouse 513D, Bloemfontein	4000 Lt	
6.	Sludge Oil in 210 Lt drums	Transnet Rail Engineering Garage	12000 Lt	
7.	Contaminated Diesel Fuel/Oil in bulk tanks	Diesel Loco Bloemfontein	100 000 Lt	
8.	Contaminated Diesel Fuel/Oil in bulk tanks	Diesel Loco Beaconsfield	60 000 Lt	
9.	Contaminated Diesel	Diesel Loco	13 000 Lt	

Respondents Signature

Date & Company Stamp



	Fuel/Oil in bulk tanks	Kroonstad		
10.	Contaminated Diesel Fuel/Oil in bulk tanks	Diesel loco Bethlehem	9 000 Lt	
11	Contaminated Diesel Fuel/Oil in bulk tanks	Diesel Loco De Aar	10 000 Lt	
	CENTRAL REGION			
12	Contaminated oil in bulk tanks and 210 Lt drums	Germiston	50 000 Lt	

“PREVIEW COPY ONLY”

 Respondents Signature

 Date & Company Stamp



SECTION 7

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

TRANSNET'S SPECIAL CONDITIONS FOR THE SALE OF CONTAMINATED DIESEL AND USED OIL

In addition to the provisions set forth in this RFQ, the Respondent's Proposal / Offer and Transnet's acceptance of any Offer from a Respondent will be subject to the Special Conditions as detailed below:

1. It is the Respondent's responsibility to ensure its response to the Request for Quotation ("RFQ") is legible and that its intentions are clearly shown therein.
2. If an Offer is accepted after the close of the RFQ or if a price is subsequently negotiated, it then becomes a legally binding contract to purchase as per these Special Conditions and to the provisions of this RFQ.
3. Descriptions of goods offered for sale are based on descriptions given in the RFQ documents and subject to a Respondent's own inspection and verification.
4. All goods are sold on an "as is where is" basis. No warranties or guarantees are offered or implied and the Respondent relies solely on its own inspection and enquiries.
5. All Respondents and prospective Respondents entering a Transnet location, its offices, warehouse or place of viewing do so at their own risk.
6. It is the responsibility of the Respondent to ensure before submitting an Offer that the goods are suitable for the purpose for which they are intended. No allowance will be made for unsuitability after the Offer has been submitted.
7. The acceptable method of payment will be by direct deposit into Transnet's nominated bank account. Transnet must approve of any other method proposed before an Offer can be accepted.
8. The title to the goods shall remain vested with Transnet until the successful Respondent, at which time the title of and risk to the goods are transferred to the Respondent, has made payment.
9. If goods are not paid for by the deadline given for such payment, Transnet, will give notice to the Successful Respondent, that -
 - a. charge a storage fee will be charged; and/or
 - b. failure to comply will be viewed as breach of contract and termination will be instituted.
10. Unresolved disputes shall be subject to arbitration under the then current rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause.

Respondents Signature

Date & Company Stamp



11. Purchases shall be governed by and interpreted in accordance with South African law and shall be subject to the jurisdiction of the South African courts to which the Respondent hereby irrevocably submits, but without prejudice to Transnet's right to take proceedings against the Respondent in other jurisdictions.
12. Insurance against accidents and 3rd party loss will be for the successful tender's account.
13. The goods are sold, subject to all conditions mentioned or referred to in these Special Conditions and in the RFQ, and in the condition and to the extent such as they now lie "voetstoots" and absolutely as they stand. The Respondent acknowledges that it is fully acquainted with the Second-Hand Goods, their nature, condition and locality, and with the conditions recorded in these Special Conditions and in the RFQ in respect of the goods.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 8

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT
RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS FOR THE SALE OF SECOND HAND GOODS

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 9

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SALE OF GOODS

Refer Form US7 attached hereto.

"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 10

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS 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 KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS RFQ NUMBER

CONTRACTUAL SAFETY CLAUSES

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyze and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.

Respondents Signature

Date & Company Stamp



- 8) The contractor must appoint a Health and Safety Co-coordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-coordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow any under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissir) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.

Respondents Signature

Date & Company Stamp



21) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

“PRIEVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 12

RFQ NUMBER KDS80E1973

**TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT
RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS**

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp



SECTION 13

RFQ NUMBER KDS80E1973

TO PROCURE CONTAMINATED DIESEL AND USED OIL FROM TRANSNET FREIGHT RAIL AT VARIOUS DEPOTS FOR A PERIOD OF TWO YEARS

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondents Signature

Date & Company Stamp