



TENDER NOTICE

KDS80B6288

↘ PYRAMID SOUTH

ERECTION OF CONCRETE FENCING, PYRAMID SOUTH

ISSUE : 2009-07-14

CLOSING : 2009-08-04

OPTION : 2009-11-24

PREVIEW COPY ONLY



MESSRS _____	SENIOR BUYER
ADDRESS _____	PROCUREMENT EASTERN REGION
_____	PRIVATE BAG X34
_____	PRETORIA
_____ CODE _____	0001
ATT.: _____	CONTACT PERSON: ME. A. SCHOLTZ
TEL. NO.: _____	TEL NO. : (012) 315 2131
FAX NO.: _____	FAX NO.: (012) 315 2138
CELL NO.: _____	E-MAIL: anneline.scholtz@transnet.net

PRIEVIEW COPY ONLY

Date: _____ Signature of Tenderer(s): _____

SCHEDULE OF TENDER DOCUMENTS

1. Notice to Tenderers
2. Tender Form E4 & Annexure to Tender Form E4
3. Resolution of Board of Directors (Respondent's Representative)
4. E4A Comprising of:-
 - 4.1 Certificate of Attendance of Site Meeting/Tender Briefing
 - 4.2 Certificate of Acquaintance with tender documents
5. E4C - Statement of work successfully carried out by Tenderer.
6. E4D - Schedule of Plant
7. Labour Schedule
8. Application and Indemnity
- 9.1 Project Specification
- 9.2 Schedule of quantities and prices

PREVIEW COPY ONLY

Date: _____ Signature of Tenderer(s): _____

SECTION 1

NOTICE TO TENDERERS

1. On or after 14 July 2009 the tender documents may be inspected at, and are obtainable from the reception on Level 100, Transnet Freight Rail Tender Advice Centre, 150 Commissioner Street, Carlton Centre, Johannesburg.

i : No facsimile-, telegraphic-, or e-mail tenders/quotations will be accepted.

2. A compulsory briefing information session will be conducted at 10h00 on Tuesday, 28 July 2009 Old Warmbaths Road, turn right towards security gate, where we will meet, Pyramid Depot, Pretoria. From there we will go to the exact location. **Respondent to provide own transportation.** Contact person: Me. Anneline Scholtz at telephone no. (012) 315 2131 or Cell 072 3511 905 may be contacted in this regard.

i: Tenderers without a valid tender document in their possession will not be allowed to attend the compulsory briefing session.

ii: Tenderers failing to attend the compulsory tender briefing session will be disqualified.

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

3. Tenders (**IN TRIPPLICATE**) must reach the Chairman, Freight Rail Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No.
- (b) Description of work.
- (c) Closing date of tender

4. If posted, the envelope must be addressed to the Chairman, Transnet Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg, 2000, and must be despatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender. In the event of the late receipt of a tender, the Tenderer's franking machine impression will not be accepted as proof that the tender was posted in time.

5. If delivered by hand, the envelope must be deposited in the Transnet Freight Rail Acquisition Council tender box and addressed as follows:

Date: _____ Signature of Tenderer(s): _____



The Chairperson
Transnet Freight Rail Acquisition Council
Inyanda House
21 Wellington Rd
Parktown
JOHANNESBURG
2001

The measurements of the "tender slot" are 500mm wide x 100mm high, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders, 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 in the foyer and is accessible to the public 24 hours per day, 7 days a week.

6. Please note that this tender closes punctually at 10h00 on Tuesday, 04 August 2009.
7. If tenders are not posted or delivered as stipulated herein, such tenders will not be considered and will be regarded as **"late"** tenders.
8. Transnet does not bind itself to accept the lowest or any tender/quotation nor will it disclose the successful Tenderer's tender price or any other tendered prices, as this is regarded as confidential information, moreover Transnet reserves the right to accept the whole or any part of a tender. Transnet also reserves the right to negotiate terms and conditions with all, or a short-listed group of contenders, or the preferred bidder, should it be deemed necessary.

All unsuccessful Tenderers will, however, on award of business to the successful Tenderer, be informed of the reason for the rejection of their tender, for example, price, skills, level of quality of service, delivery period, previous experience, BBBEE status/commitment etc.

9. Envelopes must not contain documents relating to any tender other than that shown on the envelope.
10. No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents.
11. Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award.
12. A Tenderer may, however, BEFORE THE CLOSING DATE AND TIME direct any enquiries relating to this tender to the Transnet employee as indicated on page 1, and may also at any time AFTER THE CLOSING DATE of the tender, communicate with the Chairman of the Transnet Acquisition Council, at telephone no. (011) 544 9577 on any matter relating to his/her tender response.

Date: _____ Signature of Tenderer(s): _____



13. Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.
14. Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.
15. TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

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

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

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

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

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

15.1 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)

Date: _____ Signature of Tenderer(s): _____

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

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

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

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

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

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

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

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

15.4 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:

Date: _____ Signature of Tenderer(s): _____



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

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

- 15.5 Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:
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- 15.6 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.

16. **An original or certified copy of your tax clearance certificate is to be submitted together with your tender in terms of the following:**

"The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9(1)(d), stipulated that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue Service that that supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations".

Tenderers may be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that the supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

17. Transnet had been granted exemption from the Department of Trade and Industry's (DTI's) National Industrial Participation Programme (NIPP), which relates to importation of goods in excess of \$10 million. In terms of this programme (NIPP) overseas suppliers are liable for a NIPP obligation amounting to 30 % of the imported content.

Instead Transnet has adopted its shareholder's the Department of Public Enterprises' (DPE), newly established Competitive Supplier Development Policy (CSDP). The CSDP therefore replaces the NIPP.

Foreign suppliers are therefore hereby requested to consider and as part of their response commit themselves to mutually acceptable initiatives which will be contributing towards sustainable industrial Development and job creation in South Africa by means of direct and indirect investments into South Africa.

Date: _____ Signature of Tenderer(s): _____



One of the evaluation criteria of this RFP/Tender/Enquiry (delete whichever is not applicable) will therefore be the extent to which the foreign suppliers provides option(s) for possible Foreign Direct Investment (FDI) in local manufacturing, supplier partnerships with local firms, sustained skills development programmes and other interventions aimed at strengthening local suppliers, with the aim of working towards global competitiveness.

Foreign suppliers to indicate their FDI commitment here:-
YES / NO Approx. percentage of total contract value

18. Tenderers are requested to please indicate the advertising media utilised in obtaining tender information about this tender as well as their preferred advertising medium (should Transnet not have utilised that source).

Media utilised _____

Preferred media _____

19. Unless otherwise stated in any of these tender documents, Tenderers are required to submit an offer, complete in every respect and fully in compliance with the specifications. If, in a Tenderer's opinion, justification exists for the submission of one or more alternative tender(s) such offer(s) must, as in the case of the main tender(s), be complete in every respect.
20. Tenderers are required to visit and examine the site of the WORKS before tendering and must obtain a signature from an authorised official on the E.4A certificate to the effect that they have done so. Failure to visit and examine the site or to submit the certificate with the tender may result in the rejection of the tender.
21. Tenderers are required to give a list of major items of plant and/or equipment to be used in the execution of the WORKS and must complete the plant statement E.4D where this is attached to the tender documents.
22. No tender will be considered unless certificate E.4A is signed by the tenderer stating that he has acquainted himself with the contract documents.
23. Tenderers must furnish proof that they have had actual experience in the class of work for which they are tendering and must submit with the tender, on form E4C, a statement of works recently and successfully carried out.
24. The attention of Tenderers is particularly directed to the necessity to complete the "Labour Payment Schedule", "The Tender Form" and "Resolution of Board of Directors", where these documents are included in the tender.
25. ADDITIONAL NOTES:
- All returnable documents as indicated in the tender form must be returned with the response

Date: _____ Signature of Tenderer(s): _____



- Tenderers are to note that tenders 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 Tenderer to his/her submission will not be considered after the closing date.
- The person or persons signing the proposals must be legally authorized by the Tenderer to do so. A list of the person(s) authorized to negotiate on your behalf must be submitted along with the proposal.
- All prices must be in rands and cents. (Price per service item that TRANSNET will be charged (note: this price should be firm for at least one year)
- Transnet reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents.

NOTE: Unless otherwise expressly stated, all proposals furnished pursuant to this request shall be deemed to be offers. Any exceptions to this proposal 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 THE PROPOSAL BEING OVERLOOKED.

26. DISCLAIMERS:

Tenderers are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a proposal in response to it. In particular, please note that TRANSNET may:

- change all services on proposal and to have Supplier re-bid on any changes.
- reject any proposal which does not conform to instructions and specifications which are issued herein
- disqualify proposals after the stated submission deadline
- not necessarily accept the lowest priced proposal
- reject all proposals, if it so decides
- award a contract in connection with this proposal at any time
- award only a portion as a contract
- split the award of the contract to more than one Supplier
- make no award of a contract.

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work performed in connection with this proposal, whether or not the Respondent is awarded a contract.

Date: _____ Signature of Tenderer(s): _____



27. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by TRANSNET's Legal Counsel.
28. "Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders / Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer / contractor / supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer / Contractor / Supplier who has contravened the provisions of Transnet's business ethics on its list of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses / contact numbers:-

Toll-free anonymous hotline- 0800 003 056
Email – Transnet@tip-offs.com
Fax number – 0800 007 788
Freepost DN 298, Umhlanga Rocks, 4320

Confidentiality is guaranteed."

29. EVALUATION CRITERIA:

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

Criteria
Compliance to Tender : <ul style="list-style-type: none"> • Documentation Compliance
Pricing: <ul style="list-style-type: none"> • Pricing
Technical: <ul style="list-style-type: none"> • Previous performance track record • Evaluation of Contractors Premises • CIDB rating – Level 3 (General Work)
BBBEE <ul style="list-style-type: none"> • Valid BBBEE Level

30. The following documents form part of this tender document and is available on the

Date: _____ Signature of Tenderer(s): _____



www.transnetfreightrail.co.za:

- Transnet 286: General Conditions of Contract
- Specification E4B: Minimum Communal Health Requirements in areas outside the jurisdiction of a Local Authority
- Specification E4E: Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act
- Supplier Declaration Form

PRIEVIEW COPY ONLY

Date: _____ Signature of Tenderer(s): _____

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SECTION 2

TENDER FORM E4

I/We _____
(name of company, partnership or firm)

of _____

_____ (full address)

carrying on business under the style or title of _____ represented by
in my capacity as _____ being duly authorised thereto by a Resolution of the Board of
Directors/Certificate of Partners, as the case may be, dated _____ a certified copy of which is
annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the
WORKS") at the prices quoted in the bills of quantities/schedule of quantities/schedule of prices or, where
these do not form part of the contract, at a lump sum, 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 tender documents for the sum of _____

_____ (amount in words excluding VAT)

- N.B. (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
- (ii) Where items in the priced bills of quantities/ schedule of quantities submitted with the tender for WORKS are incorrectly extended arithmetically, the unit rate will be treated as decisive, and if amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of Freight Rail to conform to the total amount.

I/We agree that this tender (read with any covering letter) constitutes an offer of such nature that acceptance thereof by Freight Rail in writing (Which shall include by telegram or telex) either wholly or in part, shall bring into existence a contract the terms of which shall be as set out in the documents listed in the schedule of tender documents.

I/We accept that unless Freight Rail should otherwise decide and so inform me/us in the telegram or letter of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence), together with Freight Rail's acceptance thereof shall constitute a binding contract between Freight Rail and me/us. Should Freight Rail decide that a formal contract should be signed and so inform me/us in the telegram or letter of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence) together with Freight Rail's letter of acceptance, shall constitute a binding contract between Freight Rail and me/us until the formal contract is signed.

I/We undertake to produce acceptable documentary proof of the necessary coverage in respect of Workmen's Compensation and Securities within four weeks of notification of awarding of the contract, and to sign a formal contract if called upon by Freight Rail to do so within four weeks of notification by Freight Rail that the contract documents are ready for signature, failing which I/we accept that Freight Rail may, in

Date: _____ Signature of Tenderer(s): _____



its sole discretion, withhold any payments due for work done until such time as these formalities have been completed.

I/We undertake to complete the whole of the WORKS within _____ from the date

(in words)

of notification to me/us of acceptance of the tender, subject to completion in stages if and as laid down in the special conditions of contract and specifications and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS by the date(s) stipulated or by such extended date(s) as may be allowed by Freight Rail I/we will pay to Freight Rail any penalty applicable in terms of the contract.

I/We declare that this tender holds good until _____
(a minimum period of 120 days from closing date is required, which period must end on a Tuesday).

I/We further agree that if, after I/we have been notified of the acceptance of my/our tender, I/we fail to enter into a formal contract when called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, Freight Rail 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 tenders afresh and/or having to accept any less favourable tender.

I/We undertake, in the event of my/our tender being accepted, to deposit with Freight Rail as security for the due and proper completion of the WORKS, Government or approved Municipal stocks in negotiable form to the value of five (5) per cent or ten (10) per cent of the contract price, or to furnish such security in the form of a deed of surety ship provided by an approved bank, building society or insurance or guarantee corporation, on Freight Rail's Deed of Surety ship form.

I/We declare that, being a company/partnership, I/we have duly completed the annexure hereto and certified it as correct.

SIGNED at _____ this _____ day of _____ 20_____.

WITNESS :

TENDERER(S)

WITNESS ADDRESS : _____

NATIONALITY OF TENDERER(S) : _____
(This information must be given)

Date: _____ Signature of Tenderer(s): _____



ANNEXURE TO TENDER FORM E4

NAMES OF DIRECTORS OF COMPANIES/MEMBERS OF CLOSE CORPORATIONS OR PARTNERS OF PARTNERSHIPS

Tenderers must disclose hereunder the full name/s and address/es of the director/s of the company, member/s of the close corporation or partner/s of the partnership on whose behalf the tender is submitted.

Registration number of *company/close corporation/partnership :-

Date of incorporation :- _____

NB. IT IS COMPULSORY IN THE CASE OF A FEMALE DIRECTOR/MEMBER OR PARTNER TO FURNISH HER MAIDEN NAME AND IF APPLICABLE, HER PREVIOUS MARRIED NAMES

FULL NAME OF DIRECTOR/MEMBER OR PARTNER :- ADDRESS :-

Is there any family or direct relationship between any of the above-mentioned directors, members or partners and any employee of Transnet Limited? :-

* YES/NO If so, full particulars of such relationship should be furnished separately.

Failure to furnish all or correct information may lead to the disqualification of a tender. If the space is insufficient for all the relevant information, tenderers must furnish the required information separately.

SIGNATURE OF TENDERER/S : _____

ADDRESS OF REGISTERED OFFICE : _____

DATE : _____

* (Delete whichever is not applicable)

Date: _____ Signature of Tenderer(s): _____



SECTION 3

RESOLUTION OF BOARD OF DIRECTORS

Name of firm _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)

SIGNATURE

in his/her/their capacity of _____ is/are hereby authorised to enter into, sign and execute and complete any documents relating to Tenders and/or Contracts for the supply of goods and services.

Confirm : DATE _____

FULL NAME _____

CHAIRMAN

FULL NAME _____

SECRETARY

Certified true copy :

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

COMMISSIONER OF OATHS

Date: _____ Signature of Tenderer(s): _____



SECTION 4

E4A

1. **SITE INSPECTION CERTIFICATE**

This is to certify that _____

has/have today inspected and examined the site of the proposed works for which he/they is/are submitting his/their tender.

SIGNED at _____ on this ____ day of _____ 20__.

TRANSNET FREIGHT RAIL'S REPRESENTATIVE

GRADE

2. **CERTIFICATE OF ACQUAINTANCE WITH CONTRACT DOCUMENTS**

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with the Transnet 286 General Conditions of Contract, and specifications, and bills of quantities/schedule of quantities/schedule of prices, together with the drawings enumerated therein, as laid down by Transnet Freight Rail for the carrying out of the proposed works for which I/we submitted my/our tender.

I/We furthermore agree that Transnet Freight Rail will recognize no claim from me/us for relief based on an allegation that I/we overlooked any tender condition or failed to take it into account for the purpose of calculating my/our tender prices or otherwise.

SIGNED at _____ on this ____ day of _____ 20__.

WITNESS : _____

TENDERER(S)

Date: _____ Signature of Tenderer(s): _____

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SECTION 6

E4D ~ 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 tenderer 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 :**

Date: _____ Signature of Tenderer(s): _____



SECTION 7

LABOUR SCHEDULE

Tenderers are required to complete the following schedule:

LABOUR

Artisan/s (Total) _____
Skilled labour (Total) _____
Semi skilled labour (Total) _____
Unskilled labour (Total) _____

SUBCONTRACTOR/S

Supervisor/s (Total) _____
Labourer/s (Total) _____

DETAILS OF OTHER EMPLOYEES (State):

(Total) _____

(Total) _____

(Total) _____

(Total) _____

Date: _____ Signature of Tenderer(s): _____



SECTION 8

APPLICATION AND INDEMNITY

I/We _____ in my/our capacity as _____ and being duly authorised to represent _____ hereby apply to Freight Rail on my/our behalf for permission to enter into Freight Rail's property Pyramid South (referred to the "permission").

I/We hereby agree to accept liability and agree to pay all charges that may be raised by Freight Rail in respect of labour, material, use of plant, vehicles or craft, etc. in connection with or arising from the permission to work.

I/We hereby indemnify Freight Rail against liability for any damage caused to my/our property or that of my/our client and also indemnify Freight Rail against :

- i) any damage to its property;
- ii) liability in respect of any damage to the property of third parties;
- iii) liability in respect of death of or injury to any employee of Freight Rail or the death of or injury to any third party;
- iv) any legal costs or expenses reasonably incurred in connection with claims or actions arising out of any of the foregoing;

when ever the damage, injury or death contemplated above is due to or arises out of the permission to work, or the use of any article or thing in connection with the performance of the work; provided that the party giving this indemnity shall incur no liability hereunder for any damage, injury or death which is due to wilful misconduct or gross negligence on the part of Freight Rail or any of its employees.

SIGNED at _____ on this _____ day of _____ 2008

(CONTRACTOR)

AS WITNESSES :

1. _____
2. _____

Date: _____ Signature of Tenderer(s): _____

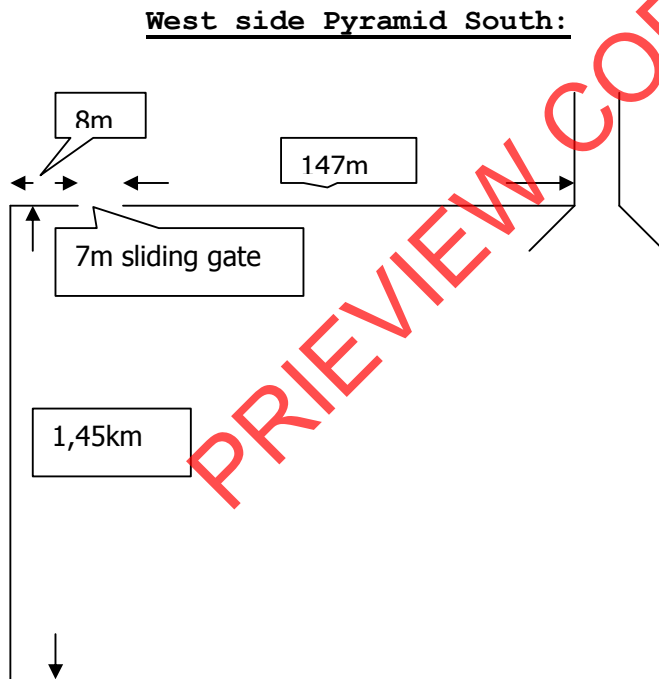
20

SECTION 9

PROJECT SPECIFICATION

SCOPE OF WORK

- Erect concrete palisade fence 2, 40 high.
Posts: 3, 0 x 195 x 125 tapered to 100 mm.
Pales: 2370 x 64 x 115 tapered to 100 mm.
A rail (9-pales/section): 1980 x 80 x 150 with 9 x 10 mm holes for 8 mm carriage bolts.
Concrete for posts to be 500 x 500 x 800 mm deep
Dig up and remove debris 1m wide 150 mm deep



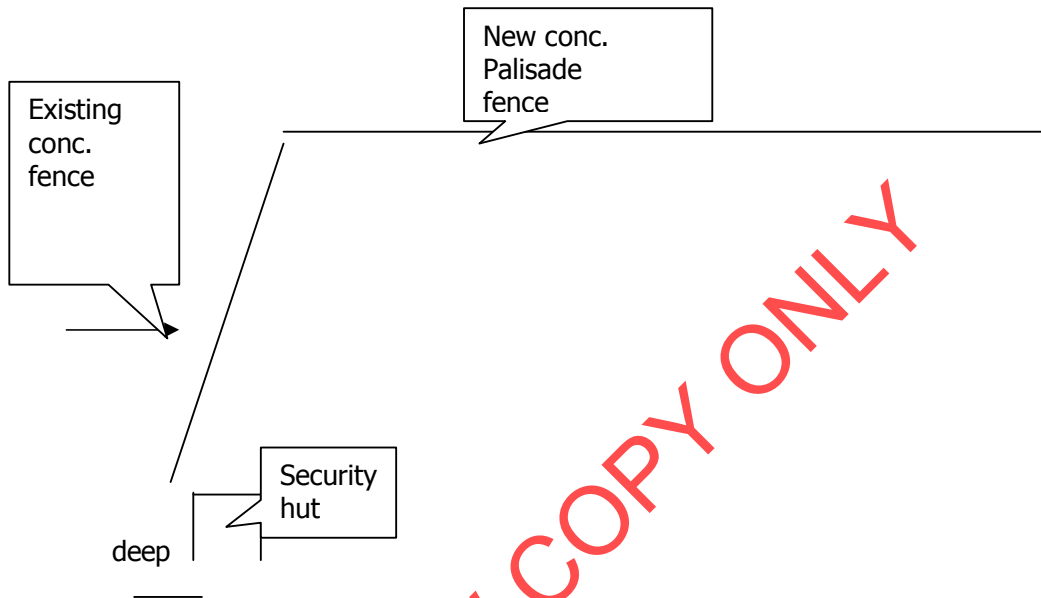
Date: _____ Signature of Tenderer(s): _____

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North side:

Cut down trees, remove trunk completely.

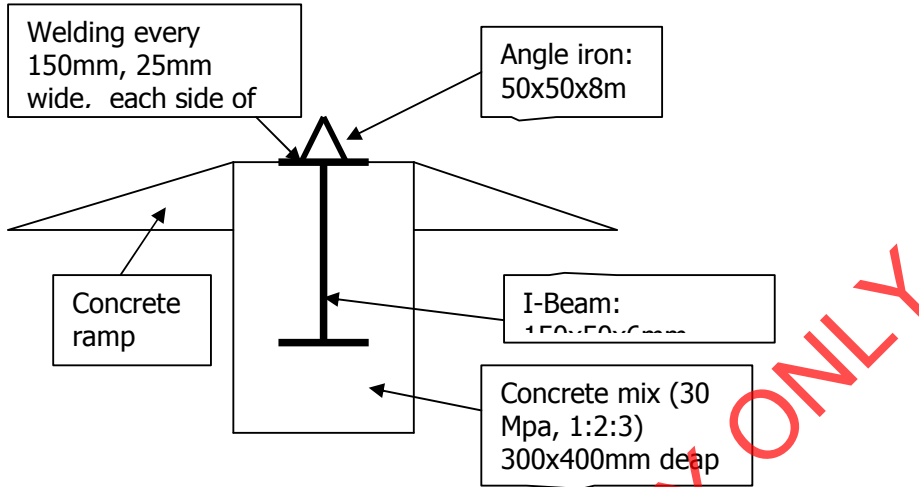
Dig up and remove debris 1m wide x 150mm



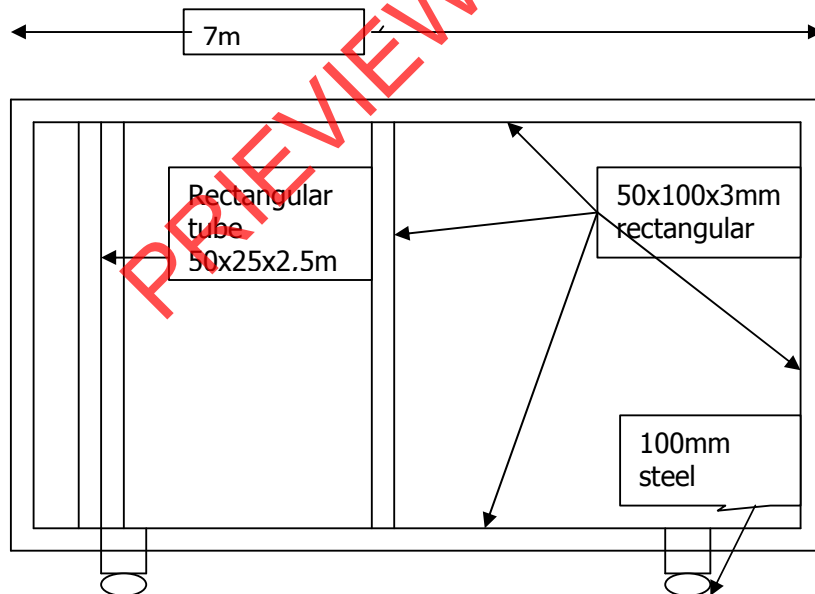
PRIEVIEW COPY ONLY

Date: _____ Signature of Tenderer(s): _____

Sliding gate runner:



5(76x76x3mm square tube) double support to Guide steel gate when sliding



Date: _____ Signature of Tenderer(s): _____



SUFFICIENCY OF TENDER

- The contract will only be awarded to a tenderer who has experience in the fields of concrete fence. A statement of similar works successfully carried out by the tenderer (E.4C) is to be included in the tender documents.
- Consideration will also only be given to tenderers who have suitable and sufficient equipment for this type of work and expertise in the use thereof.
- A Site Inspection Certificate (E4A) signed by the Tender Official or his/her deputy (compulsory) must be submitted with the tender.
- The rates and prices tendered in the Schedule of Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

PENALTIES FOR LATE COMPLETION

- A penalty for late completion of R2000, 00 per calendar day will be payable in terms of clause 4 of the General Conditions of Contract.

NB: TENDERERS PLEASE NOTE: NO INSTRUCTIONS SHOULD BE TAKEN FROM ANYBODY FROM SITES ACCEPT THE MAINTENANCE SUPERVISORS.

PRIEVIEW COPY ONLY

Date: _____ Signature of Tenderer(s): _____

MANDATORY TENDER SCHEDULES AND DOCUMENTS REQUIRED

No	Returnable schedules
1	Section 1 - Notice To Tenderers
2	Section 2 - Tender Form E4 & Annexure to Tender Form E4
3	Section 3 - Resolution of Board of Directors
4	Section 4 E4A Comprising Of : 4.1 Certificate of Attendance of Site Meeting/Tender Briefing 4.2 Certificate of Acquaintance with tender documents
5	Section 5 - E4C – Statement of work successfully carried out by Tenderer
6	Section 6 - E4D – Schedule of Plant
7	Section 7 - Labour Schedule
8	Section 8 - Application and Indemnity
9	Section 9 9.1 Project Specification 9.2 Schedule of Quantities and Prices
10	Section 10 – E4E – Safety Arrangements and Procedural Compliance
11	Section 11 – Minimum Communal Health Requirements
12	Section 12 – Declaration Of Interest

No	Returnable documents
1	Transnet 286: General Conditions Of Contract
2	Transnet Supplier Declaration/Application
3	Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)
4	Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
5	Certified Copy Of Certificate Of Incorporation and CM29 and CM9 (name change)
6	Certified Copy of Share Certificates of Shareholders, CK1/CK2 (if CC)
7	A Letter with the company's letterhead confirming physical and postal addresses
8	Original or certified copy of SARS Tax Clearance Certificate and Vat registration certificate
9	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)
10	Audited Financial statement for previous year

Date: _____ Signature of Tenderer(s): _____



SECTION 10

Safety Arrangements And Procedural Compliance With The Occupational Health And Safety Act (Act 85 Of 1993) And Applicable Regulations.

Refer Form E4E attached hereto.

PREVIEW COPY ONLY

Date: _____ Signature of Tenderer(s): _____

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SECTION 11

Minimum Communal Health Requirements in Areas Outside the Jurisdiction of a Local Authority: Temporary Facilities For Contractors's Personnel.

Refer Form E4B attached hereto.

PREVIEW COPY ONLY

Date: _____ Signature of Tenderer(s): _____

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SECTION 12

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	
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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)

Date: _____ Signature of Tenderer(s): _____