



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

ISSUE DATE : 31 AUGUST 2010
CLOSING DATE : 21 SEPTEMBER 2010
CLOSING TIME : 10H00
OPTION DATE : 31 JANUARY 2011

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

Respondent's Signature

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Date and Company Stamp



RFQ NUMBER KDS80B6583 - 6582

**INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN
KAAPMUIDEN AND KOMATIPOORT**

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. Certificate of Attendance of Information Briefing Session**
- 10. Schedule of Plant**
- 11. Minimum Communal Health Requirements (E4B)**
- 12. Safety Arrangements and Procedural Compliance (E4E)**
- 13. Specification For Works On, Over, Under Or Adjacent To Railway Lines
And Near High Voltage Equipment. (E7)**
- 14. Suppliers Code Of Conduct**
- 15. Non Disclosure Agreement**

Respondent's Signature

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Date and Company Stamp



SECTION 1

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

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 31 Augustus 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. A non-refundable Quotation fee of R100.00 (Inclusive of VAT) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch Code, 004805. The deposit slip must reflect RFQ, KDS 80B6583 – 6582 and the Company Name. Receipts to be presented prior to collection of the RFQ's. Tenders to be collected before 15h00 on the 7th September 2010

A compulsory information briefing session will be conducted at Transnet Freight Rail, Kaapmuiden Station at 10h00 8th September 2010. Contact Person Nkululeko Majola (083 701 3037)

***** (Very Important) *****

- Respondents failing to attend the compulsory briefing session and site visit will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
- The information briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.
- Respondents to provide own Transportation, Beverages and Accommodation.
- Reflective Jackets and Safety Shoes to be worn when visiting the site.
- Respondents, who do not comply with all of the above, will be disqualified immediately on site.
- No facsimile-, telegraphic-, or e-mail tenders/quotations will be accepted.

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

Respondent's Signature

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Date and Company Stamp



2. 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	: KDS80B6583 - 6582
Description	: Installation/Repair And Upgrade Of Bonding Between Kaapmuiden and Komatipoort
Closing date and time	: 21 September 2010 at 10h00
Closing address (refer options paragraph 4 below)	

3. **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**

Respondent's Signature

Date and Company Stamp



INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

4. Please note that this RFQ closes punctually at 10:00 on Tuesday 21 September 2010.
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
7. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. 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.
9. 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
10. 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.

Respondent's Signature

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Date and Company Stamp



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

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

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**
 - Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
 - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually from their Auditors / Accounting Officers)

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFPs the percentage, of the total contract value that would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or 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 BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- 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 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 BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

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

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

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

13. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (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.

14. RFQ SCHEDULE

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

15 INSTRUCTIONS FOR COMPLETING THE RFQ

Respondent's Signature

Date and Company Stamp



- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest BBBEE Certificate;
 - Respondent's valid Tax Clearance Certificate.

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf (if not the authorized 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**

18. DISCLAIMERS

Respondent's Signature

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Date and Company Stamp



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

- modify the RFQ’s 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.

19. LEGAL REVIEW

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

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

 Respondent’s Signature

 Date and Company Stamp



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

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 2

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

REQUIREMENTS FOR POSITIVE ISOLATOR FOR 3KV DC TRACTION SUBSTATIONS.

1.0 Scope

All damage or stolen bonds must either be repaired or replaced according to the specification Manuel CEE 0059.84 (Earthing and bonding 3kV DC electrification) between **KAAPMUIDEN TO KOMATIPOORT**. The work covers Rail Continuity bond (Sets), Mast to Rail bonds (Section), Mast to Rail bond (switch), cross bonds and H-Masts.

2. Technical Specifications

2.1 General

- 2.1.1 Bonding on all types of Rail to be done as per Engineering Instruction B.023- issue 3. (**Expanding collar System**). See specifications BBB 6017 Version 1 For tools and fasteners.
- 2.1.2 All material to be used must be SABS and Freight Rail approved. Contractor must supply all material used. All bonds to be fixed to the rails by means of the **Expanding collar system** and **exothermic welded to the masts**. Bonds to be fitted with appropriate size lugs.
(For lugs see Drawing CEE_TU_136).
- 2.1.3 Prior to any welding connection, the surfaces must be thoroughly prepared as per detailed instructions in order to ensure a strong and continuous bond. The galvanizing of the structures must be removed with a grinder and the surface where the exothermic weld is to be performed should be cleaned.
- 2.1.4 The area where the galvanizing was removed must be treated with zinc spraying, hot – patch soldering, or coated with zinc-rich paint complying to the requirements of SABS 920.
- 2.1.5 All weld joints must be “hammer tested” to ensure that the mechanical strength of the joints is adequate and must also be **painted**.
- 2.1.6 It is important that the correct weld metal powder is used for the prescribed joint.

Respondent's Signature

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Date and Company Stamp



- 2.1.7 Before any Grading Ring is covered by soil, a Freight Rail representative must inspect and approve the work.
- 2.1.8 Contractors who wish to perform the work as set out in this document must be trained by the suppliers and be in possession of a certificate as an **accredited exothermic weld person**.
- 2.1.9 All electrical installations to be done in accordance with Transnet's High Voltage Safety Regulations and the E7/1 Specification attached.
- 2.1.10 A Transnet representative will check and evaluate the amount of work completed by the contractor every day.
- 2.1.11 For site inspections please contact **Mr. Andre Groenewald** at **083 286 3504** or **Mr. Thulani Dlammini** at **083 444 0132**.
- 2.1.12 Two weeks before work can commence, Mr Andre Botha must be contacted at 083 576 1912, to arrange for safety personnel.

2.2 Rail Continuity Bonds

All joins in the rail must be bonded with 2 x 96mm² PVC sheated steel cable. The continuity bonds must be bolted to web of the rail using the Expanding collar system. The ends of bonds must have lugs crimped to it, which shall then be fastened to the rail. In cases where insulated joints (Block joints) are provided in both rail of the track, diagonal bonds have to be installed across the joints to form a continuous path. These bonds are also installed on the web of the rail using the **Expanding collar system** as per Specification detailed in Engineering **Instruction B.023 – issue 3**.

2.3 Cross Bonds

These are applied between various tracks, which share the return current. It consists of a 96mm² PVC sheated Composite Bond that is fastened to the web of the rail by means of the **Expanding collar system**.

Cross- bonds must be provide between all traction rails at both ends and in the centre of the yards and loops or at intervals not exceeding 500m whichever is the shorter.

2.4 Mast To Rail Bonds

Mast to rail bonds shall exist in spacing not exceeding 350m. It consists of a 96mm² steel PVC Sheated Bond that is Exothermic welded to the mast and fastened to the web of the rail by means of the Expanding collar system. The end that is to be bolted to the rail must have a lug crimped to it, which shall then be fastened to the rail. Where no earth wire is connected to the mast, 2 Mast To Rail bonds must be provided.

2.5 Switch Structures

All switch structures must be provided with double mast to rail bonds of 96mm² PVC Sheated steel cable.



3. Duration

The duration of the PO will be Four Months.

4. Payment

The schedule of estimated quantities and prices attached provides for separate unit rates for various types of bonds and the contractor will be paid accordingly.

NB: Payment shall be on the basis of the total number of bonds completed. This will be inspected and confirmed by a Transnet Freight Rail Representative.

Retention Fee 10%.

5. Penalties

A Penalty for late completion of R500.00 per day will be payable in terms of the US7 contract.

RAIL BOND FASTENERS

6. Scope

6.1 This specification covers Transnet Freight Rail's requirements for rail bond fasteners for application on all types and sizes of rail.

7. Background

7.1 Freight Rail requires a standardized rail bond fastening system based on the expanded collar fastening technology.

7.2 Freight Rail has standardized on a 13.5 mm hole size for expanded collar fasteners for bonding.

3. Method Of Tendering

3.1 The tenderer shall indicate clause by clause compliance with specification. A separate sheet with all the paragraph numbers may be used to indicate compliance.

3.2 Failure to comply with clause 3.1 could preclude a tender from consideration.

4. Mechanical Requirements

4.1 Both single sided and back to back systems shall only require a single hole.

4.2 The system shall be a safe all weather installation.

4.3 The system shall be designed so that one size/length expanded collar shall be used for all rail sizes. The web thickness can vary from 11.5 mm to 19 mm.

Respondent's Signature

Date and Company Stamp



- 4.4 The fasteners shall comprise of an expandable copper collar (copper or stainless steel).
- 4.5 The copper flange contact area of the fastener shall have at least the same contact area as the lug attached to it.
- 4.6 The fastening pin must have an M10 thread with suitable stainless steel or dowel nut.
- 4.7 Non vibrating washers shall be used to prevent nut loosening through vibration.
- 4.8 The area of the expandable collar in contact with the rail shall also have a contact area not less than the contact area of the flange.

5. Electrical Requirements

- 5.1 Notwithstanding the above requirements it shall remain the successful tenderer's responsibility to prove, by supplying test certificates, that the fastener system does not exceed a rise in temperature of more than 3 degrees Celsius in relation to the rail when exposed to the continuous rated current (100A) of the bond.

6. Identification and Marking

- 6.1 Each fastener shall have, clearly marked on the outer surface of the flange, the identification mark of the manufacturer. The mark shall under no circumstances influence the integrity of the connection. The continuous current rating of the fastener shall also be depicted on the flange.

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.

Respondent's Signature

Date and Company Stamp



(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:

YES	NO
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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:

 Respondent's Signature

 Date and Company Stamp



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.....

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

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.....

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

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.....

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

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6. REFERENCES

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

Name	Work	Work	Person	Details	Completed

 Respondent's Signature

 Date and Company Stamp



7. 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
- Previous performance/Track record/Experience
- BBBEE status of company
- Tax clearance Certificate

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.

 Respondent's Signature

 Date and Company Stamp



SECTION 3

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

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

Respondent's Signature

Date and Company Stamp



- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

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

Respondent's Signature

Date and Company Stamp



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).

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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

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

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

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

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

Respondent's Signature

Date and Company Stamp



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

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).

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

Respondent’s Signature

Date and Company Stamp



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

YES	
-----	--

NO	
----	--

DECLARATION

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

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

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

PRICE REVIEW

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

Respondent's Signature

Date and Company Stamp



RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) - Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Pricing - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of Information Briefing Session – Section 9	√
Schedule of plant and Equipment – Section 10	√
E4E – Safety arrangements and procedural compliance – Section 11	√
Safety arrangements and Procedural Compliance – Section 12	√
Specification For works on, over, under or adjacent to railways and near high voltage equipment – Section 13	
Suppliers Code Of conduct – Section 14	√
Non disclosure Agreement – Section 15	
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 BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member BBEE Accreditation Certificate	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 And 15 as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will 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 _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

Respondent’s Signature

Date and Company Stamp



2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

“PREVIEW COPY ONLY”

Respondent's Signature

Date and Company Stamp



SECTION 4

RFQ NUMBER KDS80B6583 - 6582

**INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN
KAAPMUIDEN AND KOMATIPOORT**

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 KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

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

Respondent's Signature

Date and Company Stamp



SECTION 6

RFQ NUMBER KDS80B6583 - 6582

**INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN
 KAAPMUIDEN AND KOMATIPOORT**

PRICING AND DELIVERY SCHEDULE

SCHEDULE OF WORK AND PRICES					
		<u>Qty</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Amount</u>
1	Mast to Rail Bond (Section) Complete	Each	500		
2	Cross bonds to points	Each	100		
NB: PRICE PER UNIT MUST BE COMPLETED. FAILURE TO DO SO MAY DISQUALIFY YOUR TENDER.		Total Price			
		VAT (14%)			
		Total Due			

“PREVIEW”

SECTION 7

 Respondent’s Signature

 Date and Company Stamp



RFQ NUMBER KDS80B6583 - 6582

**INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN
KAAPMUIDEN AND KOMATIPOORT**

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 8

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

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.”

Respondent's Signature

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Date and Company Stamp



SECTION 9

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on
..... 2009.

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:

SECTION 10

Respondent's Signature

Date and Company Stamp



RFQ NUMBER KDS80B6583 - 6582

**INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN
KAAPMUIDEN AND KOMATIPOORT**

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 :**

Respondent's Signature

Date and Company Stamp



SECTION 11

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 12

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 13

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

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

Refer Form E7 attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 14

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp



SECTION 15

RFQ NUMBER KDS80B6583 - 6582

INSTALLATION/REPAIR AND UPGRADE OF BONDING BETWEEN KAAPMUIDEN AND KOMATIPOORT

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

Respondent's Signature

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Date and Company Stamp