



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

ISSUE DATE : 20 APRIL 2011
CLOSING DATE : 17 MAY 2011
CLOSING TIME : 10H00
OPTION DATE : 26 JULY 2011

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



RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

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)
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14. Supplier Code Of Conduct
15. Non Disclosure Agreement
16. Tender safety Clauses And Questionare
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18. SANS 121
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Respondent's Signature

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Date and Company Stamp



SECTION 1

RFQ NUMBER KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

NOTICE TO BIDDERS

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 20th April 2011 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 **R150.00** (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 80B6854 - 7374** and the Company Name. Receipts to be presented prior to collection of the RFQ's. RFQ documents to be collected until **3rd May 2011 before 15h00**.

A **compulsory** information briefing session will be conducted on the 4th May 2011, at 10h00 Transnet Freight Rail, Bleskop Railway Station. Contact Henk Oosthuizen for directions, 083 275 7135.

NOTE:

***** (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.

Respondent's Signature

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Date and Company Stamp



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

1. 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	: KDS80B6854 - 7374
Description	: Galvanised Steel Palisade fence At Bleskop TSS
Closing date and time	: 17 May 2011 at 10h00
Closing address (refer options paragraph 4 below)	

2. 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.

Respondent's Signature

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

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

3. Please note that this RFQ closes punctually at 10:00 on Tuesday 17 May 2011.
4. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
5. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
6. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
7. 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.
8. 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
9. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

12. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFP responses.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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TRANSNET consequently urges Respondents (Large Enterprises and QSE's - see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the DTI).

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

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

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

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

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover between R5 million and R35 million):**

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

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**

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

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

12.3 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:

Respondent's Signature

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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 BBEE certificate and detailed scorecard from an accredited rated agency.

12.4 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

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

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

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

DTI BBEE UNIQUE PROFILE NUMBER:
.....

12.6 Failure to submit your BBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBEE evaluation.

13. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the 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

Respondent's Signature

Date and Company Stamp



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

15 INSTRUCTIONS FOR COMPLETING THE RFQ

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

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-RFQ negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS

Respondent's Signature

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MAY RESULT IN A QUOTATION BEING REJECTED

18. DISCLAIMERS

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

- modify the RFQ's Service(s) and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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.....

Respondent's Signature

Date and Company Stamp



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

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 2

RFQ NUMBER KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

SUPPLY AND INSTALLATION OF GALVANISED STEEL PALISADE FENCE AT BLESKOP TRACK SECTION STATION (TSS)

1.0 SCOPE

1.1 This specification covers Transnet Freight Rail requirements for the design, supply and installation of galvanized Steel Palisade Fencing at 25Kv AC Track Section Stations.

1.2 CONTRACT AREA

The contract area will be at BLESKOP Track Section Station (TSS)

2 SPECIAL CONDITIONS

2.1 The Contractor shall supply all the materials required to perform the works.

2.2 The Contractor shall provide his/her own water and power source during the works.

2.2 The Contractor shall be responsible for the safe-keeping of all his/her material and equipment. Transnet (Infra) shall not be responsible for any losses or damages to the material and equipment.

2.3 All work shall be carried out in a neat and orderly manner to the satisfaction of the Manager / Technical Officer. The appointed Electrical Officer (Contracts) will be responsible for the safety on site. The contractor shall be responsible for the safety of his personnel.

2.4 The Contractor shall ensure that the site is left in a neat and tidy condition on a daily basis and after the completion of the works. After completion of works, the Contractor shall be responsible for the removal of all unused material from the site.

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- 2.5 All electrical installations to be done in accordance with the E7/1 (July 1998) – Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.
- 2.6 The tendered price for the above works must include the costs of all tools, plant and labour necessary for the proper execution of all works in every aspect.
- 2.7 If any of the equipment required to perform the works is not available on site or is not used as per Transnet specifications, the work will not be approved.
- 2.8 The Contractor shall supply a Site dairy and Site instruction book in triplicate. These books shall remain on site at all times.
- 2.9 No sub-contractors will be allowed on site without prior permission from the Manager / Technical Officer.

3.0 DESIGN AND CONSTRUCTION

3.1 POSTS

- 3.1.1 The main posts for the Substations / TSS shall be constructed of I.P.E. section 100 x 55 x 5mm with a 150 x 150 x 2mm base plate welded to it.
- 3.1.2 The maximum spacing between posts, centre to centre shall not be more than 2500mm.
- 3.1.3 The posts shall have a minimum length of 3000mm.
- 3.1.4 All posts shall be hot dip galvanized to SANS121 after fabrication.
- 3.1.5 The height of the planted posts shall be the same height as the adjacent pales. (2400mm)
- 3.1.6 The corner posts shall have a 12mm (diameter) hole drilled in the centre of the section- 300mm above ground level. This is for earthing purposes.
- 3.1.7 None of the posts may be joined on site by welding in order to comply with the specified height.

3.2 PALES

- 3.2.1 The minimum height of the pales above ground shall be 2400mm.
- 3.2.2 The pales for Substation / TSS shall be constructed of 40 x 40 x 5mm angle iron sections.
- 3.2.3 The top of the pales shall have the Spearhead shape and flat at the bottom.
- 3.2.4 No vertical pales may be joined by welding in order to comply with the specified height.

3.3 PANELS

- 3.3.1 The panels shall be constructed of pales specified in sections 2.2 and 2.4 of this specification and shall be hot dip galvanized to SANS121 after fabrication.
- 3.3.2 All pales shall be completely welded, on both sides to the horizontal rails. All welding flux shall be removed prior to galvanizing. Cold galvanizing shall be used to touch up if remedial welding is done on site.
- 3.3.3 The maximum gap distance between the pales shall not exceed 120mm.

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- 3.3.4 The maximum length of the panels shall not exceed 2500mm.
- 3.3.5 The panels shall be welded to the posts when fence are erected.
- 3.3.6 The maximum distance from the top rail to the top of the pale shall be 300mm and from the bottom rail to the bottom of the pale shall be 250mm.
- 3.3.7 The bottom of the palisade panels shall be a maximum distance of 75mm from the bund wall.

3.4 TOP AND BOTTOM HORIZONTAL RAILS

- 3.4.1 Horizontal rails for Substations / TSS shall be 40 x 40 x 5mm angle iron sections.

3.5 GATEPOSTS AND GATES

3.5.1 GENERAL

- 3.5.1.1 All the entrance gateposts for Substations / TSS shall be constructed of I.P.E. 100 x 55 x 5 (mm) section.
- 3.5.1.2 The frame of the Substation / TSS gate shall be 80 x 60 x 5mm rectangular tube.
- 3.5.1.3 The same 40 x 40 x 5mm angle iron pales as for the panels shall be use to cover the gate frame and the spacing shall not exceed 120mm with 300mm protruding above the top of the frame. The pales shall be welded at least 40mm on both sides to the gate frame.
- 3.5.1.4 Anti-tamper facilities shall be provided for each gate's locking mechanism.
- 3.5.1.5 A design for the anti tamper facility shall be submitted with the tender for evaluation.

3.5.2 MAIN ENTRANCE

- 3.5.2.1 The gate shall be a sliding type with a 5000mm opening for Substations and 3000mm for the TSS and of a double posts construction that slides on the inside of the fence. The height of the gate shall match that of the adjacent fence.
- 3.5.2.2 The sliding gate's locking mechanism for the Substations / TSS shall only have one padlock to gain access to the site for Transnet Freight Rail personnel unless otherwise stated.
- 3.5.2.3 The strength of the locking mechanism shall be the same as the rest of the fence.
- 3.5.2.4 A design for the anti tamper facility shall be submitted with the tender for evaluation.
- 3.5.2.5 A devise shall be welded to one post to prevent the gate been lifted of the rail.
- 3.5.2.6 All gates and gateposts shall be hot dip galvanized to SANS121.

3.5.3 AUXILIARY ENTRANCES

- 3.5.3.1 The auxiliary gates shall be swing gates with 1500mm, 3000mm and 5000mm opening. The height of the pedestrian gate shall match the adjacent fence.

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- 3.5.3.2 The gate with the 1500mm opening shall be a single leaf fitted with 2 (two) heavy duty hinges. One at the top and the other at the bottom. (Drop-side hinges to be used)
- 3.5.3.3 The gates with 3000mm and 5000mm openings shall be double leaf fitted with 4 heavy duty hinges on either side.
- 3.5.3.4 The locking mechanism for the Substation's 1500mm auxiliary gates shall be such that two people using different padlocks shall be able to gain access to the site individually (i.e. Transnet Freight Rail and Eskom personnel).

3.6 FOUNDATIONS

- 3.6.1 Concrete foundations for the gate (main and auxiliary entrances) posts shall not be less than 400 x 400 x 600mm deep. The fence posts foundations shall not be less than 300 x 300 x 600mm deep.
- 3.6.2 The concrete base at all entrance gates shall have a width of 500mm and a foundation depth of 250mm.
 - 3.6.2.1 The concrete base at the main entrance gates shall be suitable for passage of heavy duty vehicles.
 - 3.6.2.2 The concrete base at the pedestrian entrance shall be suitable for passage of staff and hand drawn maintenance equipment.
 - 3.6.2.3 The foundations shall be raised by 50mm at the centre and be lowered towards the edges to allow for smooth entry of vehicles.
- 3.6.3 The foundations mentioned for all posts shall protrude at least 100mm above ground level and be designed to prevent water from standing.
- 3.6.4 The wheel size for the gates shall be series 80 and a 16mm round bar shall be welded onto an I.P.E. section 100 x 55 x 5mm installed in the base of the gate to run the wheel.
 - 3.6.4.1 If not galvanized the steelwork of the sliding gate rails shall be given two coats "Bituminous Aluminium Paint" before installation.

3.7 BUND WALL

- 3.7.1 The concrete bund wall (base at the bottom of the fence) shall have the following dimensions:
 - Width - 200mm.
 - Foundation depth (Measured from ground level) - 200mm.
 - Protruding from ground level - 100mm.

3.8 CONCRETE

- 3.8.1 The minimum strength of all concrete used, (all foundations and the bund wall) shall not be less than 15Mpa after 28 days.
- 3.8.2 The contractor shall arrange for sampling and testing of all concrete used and shall submit full records to the Supervisor. The method of sampling used shall comply with specification S420.

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- 3.8.3 If ready mix concrete is used, the contractor shall submit certificates confirming the strength of the concrete to the Supervisor.
- 3.8.4 The addition of water to a concrete mix reduces the strength of that concrete mix significantly, and therefore no water may be added to the concrete mix once a sample has been taken.
- 3.8.5 Only mechanically mixed concrete is acceptable. Hand mixed concrete shall not be acceptable.

4.0 INSTALLATION

- 4.1 Upon demolition of existing fences, the working team shall erect a new fence on the same day in order not to leave the site exposed.
- 4.2 In order to achieve this, the Contractor can demolish the fence in small sections per day.
- 4.3 A concrete base (Bund Wall) shall be provided at the bottom of the fence as well as the gates, if not existing on site.
 - 4.3.1 The Bund wall shall only be installed where it is missing or is not in good condition. If only a small section of the Bund Wall is damaged, then only that section must be replaced.
- 4.4 The bottom of the palisade panel shall be a maximum distance of 75mm from the bund wall.
- 4.5 Where the existing security fence is connected to other security fences of other parties and the fence has to be cut, the fence of the other party must be reconnected to the newly installed fence by the Contractor.
- 4.6 When the existing fence is demolished, the poles shall be cut at the base. The new fence shall be installed just inside/outside the old Bund Wall. (Determined during site inspection)
- 4.7 The Contractor shall provide for the transportation of the demolished fence to a site to be specified by the depot. The cost of the transportation shall be included under Preliminary and General.

5.0 QUALITY CONTROL

A Transnet representative in conjunction with the Contractor will determine the workload in advance. The Manager / Technical Officer will be responsible for the acceptance of the completed work as well as for the approval of the quality of the performed work.

Work not conforming to the Standard Specification will be rejected and recorded in the site inspection book. Repair of work will be for the account of the Contractor. He will indicate in the site instruction book when these works will be repaired in order for the necessary work permits to be arranged (if applicable) by the Manager / Technical Officer. In the event of the Contractor being delayed while doing repair work to substandard work, no claim for standing time will be accepted.

6.0 SAFETY

The Contractor shall ensure that a competent Supervisor oversees the safe running and completion of works and related activities.

The Contractor shall be responsible in adhering to the safety clauses of ACT 85 of 1993 as applicable on type of work performed.

The Contractor shall issue all its workers with the necessary protective clothing applicable to the type of work performed.

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7.0 HANDING OVER OF WORKPLACES

On completion of the works, the Contractor will hand the works area over to the Manager in terms of the relevant instructions.

Handing over inspection will be convened on an ad-hoc basis as agreed by the Manager / Technical Officer and the Contractor.

It is the duty of the Contractor to send a copy of the hand over certificate, which has been certified as correct by the Manager / Technical Officer, together with the relevant pages of the site diary, to the office of the Depot Engineer (Infra Maintenance) Koedoespoort for the payment to be made.

8.0 PROVISION OF COMMUNICATION

The Contractor will ensure that the Supervisor on site has a cell phone for communication purposes.

9.0 GUARANTEE AND DEFECTS

9.1 Notwithstanding what is stated in clause 21 of the Transnet 287, General Condition of Contract the Contractor shall guarantee the satisfactory operation of the works installed by him and accept liability for maker's defects which may appear in design, materials and workmanship.

9.2 The guarantee period for all work performed shall expire after a period of 12 Months commencing on the date of completion of the contract or the date the work area was handed over to the Infra Depot Koedoespoort whichever is the later.

9.3 If Transnet Freight Rail staff has to perform emergency repairs on the affected equipment to ensure its proper operation during the guarantee period, the contractor shall inspect such repairs to ascertain that the guarantee is not affected. If such repairs are covered by the guarantee, the Contractor shall reimburse Infra Koedoespoort cost of material and labour.

10.0 RETENTION MONEY

10% Retention money, will apply.

11.0 PENALTIES

If the completion date of the contract is exceeded the Contractor will pay to Transnet penalties in terms of the conventional Penalties Act of 1962 (as amended) an amount of R200.00 per hour for each hour of the exceeded time.

12.0 DRAWINGS

Drawings (not to scale) will be made available during Site meeting.

Notes:

- Transport costs must be included in the P's and G's.

Respondent's Signature

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3. 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.

4. 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.

(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)

Respondent's Signature

Date and Company Stamp



5. 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	
----	--

6. RISK

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

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

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

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

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

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

Respondent’s Signature

Date and Company Stamp



8. EVALUATION CRITERIA

TRANSNET will utilize 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 To Specification
- Fit For Purpose
- Risk / Safety Plan
- Technical Capacity / Resources
- Delivery / Schedule
- BBBEE status of company

9. 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.

10. 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 KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

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 authorized 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 :

Respondent's Signature

Date and Company Stamp



- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);
- (ii) General RFQ Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

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 favorable 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

Respondent's Signature

Date and Company Stamp



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

VALIDITY PERIOD

TRANSNET desires a validity period of 4 (four) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ (State alternative validity period/date).

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.

Respondent's Signature

Date and Company Stamp



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

(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.

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

Respondent's Signature

Date and Company Stamp



will have to be obtained from TRANSNET.

DISCLOSURE OF PRICES TENDERED

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

YES	
-----	--

NO	
----	--

DECLARATION

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

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

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 – Session 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	√
Non disclosure Agreement – Section 14	√
Tender Safety clauses and Questionnaire – Section 15	√
Supplier Code Of Conduct – Section 16	√
Supplier Declaration / Application – Section 17	√
SANS 121 – Section 18	√
S420 (1999) – Section 19	√
Risk / Safety Plan	√
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)	√
Certified Copy of identity document of shareholders/directors/members (Where applicable)	√
Certified Copy of share Certificates of Incorporation and CM29/and C/CK2 (if CC)	√
Certified Copy of share certificates of shareholders, CK1	√
A Letter with the company's letterhead confirming physical and postal addresses	√
Valid original or certified SARS Tax Clearance Certificate and VAT certificate	√
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member BBBEE Accreditation Certificate	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 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.

 Respondent's Signature

 Date and Company Stamp



SIGNATURE OF WITNESSES:

1. _____

2. _____

ADDRESS OF WITNESSES:

1. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 4

RFQ NUMBER KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

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 authorized 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 KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

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

Respondent's Signature

Date and Company Stamp



SECTION 6

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

Refer Appendix 1 attached hereto.

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 7

RFQ NUMBER KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

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 KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

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 KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

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:

Respondent's Signature

Date and Company Stamp



SECTION 10

RFQ NUMBER KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

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 KDS80B6854 - 7374

SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE FENCE AT BLESKOP

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 KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

Respondent's Signature

36

Date and Company Stamp



SECTION 13

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

**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

Date and Company Stamp



SECTION 14

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 15

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

Respondent's Signature

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Date and Company Stamp



SECTION 16

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

Tender Safety clauses and Questionnaire

"PREVIEW COPY ONLY"

Respondent's Signature

40

Date and Company Stamp



SECTION 17

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

SDF (SUPPLIER DECLARATION FORMS)

Complete and sign NDA attached hereto

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 18

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

SANS 121

Refer to Annexure attached hereto.

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 19

RFQ NUMBER KDS80B6854 - 7374

**SUPPLY AND INSTALLATION OF A GALVANISED STEEL PALISADE
FENCE AT BLESKOP**

Specification S420

Refer to Annexure attached hereto.

"PREVIEW COPY ONLY"

Respondent's Signature

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Date and Company Stamp