



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

ISSUE DATE : 2 November 2009
CLOSING DATE : 24 November 2009
CLOSING TIME : 10H00
OPTION DATE : 31 March 2010

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

Respondent's Signature

1

Date and Company Stamp



RFQ NUMBER KDS80E1918 – 5800

**GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE**

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. Distance in km from various stations**



SECTION 1

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

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 2 November 2009 the RFQ documents may be inspected at and are obtainable from the office of Transnet Tender Advice centre, Level 100, Carlton Centre, 150 Commissioner street, Johannesburg. A non-refundable Quotation fee of R200,00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; KDS80E1918-5800 and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on 11 November 2009.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Boardroom of the Depot Engineer, Infrastructure Maintenance, Hospital street (Behind Game), Polokwane on the 12th November 2009, at 11h00.
 - 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 11h00 and Respondents arriving late will not be accommodated.**

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

Name : Yvonne Scannell
Division : Transnet Freight Rail, (SCS) Procurement
Email : Yvonne.scannell@transnet.net

3. Quotations **in DUPLICATE** must reach The Chairperson, Transnet Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:



RFQ No	: KDS80E1918 – 5800
Description	: Grading of service roads under the jurisdiction of the Depot Engineer (Infrastructure), Polokwane
Closing date and time	: 24 November 2009 at 10h00
Closing address (refer options paragraph 4 below)	

4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1** **If posted,** the envelope must be addressed to The Chairperson, TRANSNET Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent’s franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2** **If delivered by hand,** the envelope is to be deposited in TRANSNET Freight Rail Acquisition Council RFQ box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

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

The measurements of the "RFQ slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above RFQ box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

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

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



5. Please note that this RFQ closes punctually at 10:00 on Tuesday 24 November 2009.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

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

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

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

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

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

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



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

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**
 - Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% 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 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

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
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.....

Email.....

Website.....

PRIEVIEW COPY ONLY

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

Respondent's Signature

Date and Company Stamp



SECTION 2

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

This contract covers various types of on-track and off-track Perway work to be done within the area, which falls under the responsibility of the Depot Engineer, Ops Maintenance (Infra Maintenance) Polokwane..

2. SCOPE OF WORK

2.1 The work will be specifically on and/or associated with the railway lines in the sections:

- 2.1.1 Line 95 and 55 – Pyramid - Naboomspruit
- 2.1.2 Line 55 and 66 – Naboomspruit - Groenbult
- 2.1.3 Line 60 – Groenbult – Beit Bridge
- 2.1.4 Line 62 – Groenbult - Hoedspruit

3. DESCRIPTION OF WORK

3.1 Grading of service road on the Polokwane main line section.

3.1.1 Description of Process

- The service road must be graded to an extend that there are no obstructions on the surface of the road (grass/shrubs/pot holes).
- The road must be at least 3m wide.



- The overhanging branches and grass on the side of the road must be cut out to allow for vehicles to pass without being scratched or damaged.
- In a case where level crossings are too far apart from each other (+/- 5km), there contractor must construct a point where vehicles will be able to turn around.
- The contractor must allow for drainage on the side of the road to avoid water to run on the service road.

4. STANDARD OF WORKMANSHIP

4.1 As most of the work on this contract is Off-Track related only tenderers who have the necessary background and experience of Off-Track work will be considered in the adjudication of the contracts.

4.2 As the work will always be done between trains the contractor shall ensure that the track is at all times safe for the passage of trains.

4.3 No payment for work will be done unless the Transnet Freight Rail Inspector is satisfied with the quality there off.

5. RELEASED MATERIAL

5.1 There will be no released materials for this contract.

6. TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

6.1 Nothing will be supplied by Transnet Freight Rail.

7. TO BE SUPPLIED BY THE CONTRACTOR

7.1 The contractor shall supply **all** tools, labour, vehicles and equipment to execute the work.

7.2 **Site diary and site instruction books that will be kept on site and updated on a daily basis.**



8. SAFETY

8.1 The contractor is reminded that working adjacent to railway lines is dangerous and the contractor must ensure that his workers are warned to stand clear when trains are approaching. All tools, material and equipment must be removed from the track.

8.2 Open fires are not allowed and any fires caused by the contractor will be for his account.

9. SITE INSPECTION

9.1 A compulsory contract briefing session will be held after adjudication of the contract.

10. PENALTIES

10.1 No penalties will apply to this contract.

11. 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.

12. 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.

PREVIEW COPY ONLY



(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)

13. 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	
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NO	
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14. 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:

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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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PRIEVIEW COPY ONLY



15. 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:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

REVIEW COPY ONLY

16. 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
- Plant/Equipment available

17. PERFORMANCE MONITORING AND EVALUATION:

17.1 The service provider (s) shall at all times be responsible for supervision of work and for follow up inspections to monitor the successful service rendered. He / she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

 Respondent’s Signature

 Date and Company Stamp



17.2 The Manager (or his deputy) shall at any time during the contract period carry out inspections of the service provider (s) performance methods and procedures.

18. MEASUREMENT AND PAYMENT:

18.1 Payment will be done in terms of clause 10.4 of the standard terms and conditions of US7 ~ services

18.2 Payment will be done after receiving the tax invoice and a full detail list of all work done. The technical officer from Transnet Freight Rail will certify on the invoice that all work was done according to the contract.

18.3 Any rejected work will not be paid for.

19. 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.

20. 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.



SECTION 3

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

QUOTATION FORM

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

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in TRANSNET's :

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

Respondent's Signature

Date and Company Stamp



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

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

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

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

PREVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



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REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

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.

PRIEVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



DISCLOSURE OF PRICES TENDERED

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

YES		NO	
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DECLARATION

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

YES		NO	
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If YES, please indicate below:

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

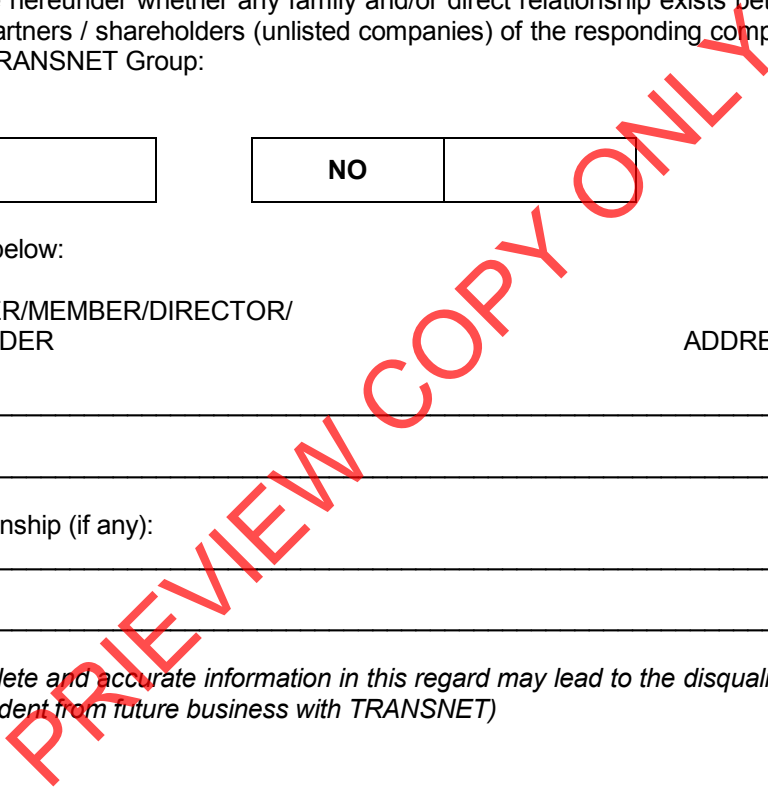
ADDRESS

Indicate nature of relationship (if any):

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

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 – Section 9
Schedule of Plant and Equipment – Section 10
E4B – Minimum Health Requirements – Section 11
E4E – Safety arrangements and Procedural compliance – Section 12
E7 – Specification For Works on, Over, under or adjacent to railway lines and near high voltage equipment – Section 13
Supplier code of conducts – Section 14
Distance in km from various stations – Section 15
Transnet Supplier Declaration/Application
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)
Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
Certified Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
Certified Copy of Share Certificates of Shareholders, CK1
A Letter with the company’s letterhead confirming physical and postal addresses
Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)
Audited Financial statement for previous year
Letter of Good Standing with the Compensation Commissioner

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.

 Respondent’s Signature

 Date and Company Stamp



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. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

PREVIEW COPY ONLY



SECTION 4

RFQ NUMBER KDS80E1918 – 5800

**GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE**

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

Respondent's Signature

Date and Company Stamp



SECTION 5

RFQ NUMBER KDS80E1918 – 5800

**GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE**

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

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

SIGNED at _____ on this _____ day of _____ 2009.

WITNESS : _____

SIGNATURE OF RESPONDENT



SECTION 6

RFQ NUMBER KDS80E1918 – 5800

**GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE
 DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE**

PRICING AND DELIVERY SCHEDULE

GRADING OF SERVICE ROADS, WITHIN THE POLOKWANE DEPOT JURISDICTION.

SCHEDULE OF WORK AND PRICES: SUMMARY					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<u>PYRAMID TO NABOOMSPRUIT</u>				
1.1	Transportation of Machine to site and back	SUM	1		
1.2	Grading of service road	KM	88,947		
	SUB TOTAL				
2	<u>NABOOMSPRUIT TO GROENBULT</u>				
2.1	Transportation of Machine to site and back	SUM	1		
2.2	Grading of service road	KM	154,330		
	SUB TOTAL				
3	<u>GROENBULT TO BEIT BRIDGE</u>				
3.1	Transportation of Machine to site and back	SUM	1		
3.2	Grading of service road	KM	151,445		
	SUB TOTAL				
4	<u>GROENBULT TO HOEDSPRUIT</u>				
4.1	Transportation of Machine to site and back	SUM	1		
4.2	Grading of service road	KM	184,938		



	SUB TOTAL				

GROSS TOTAL	
14% VAT	
TOTAL AMOUNT DUE	

PREVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



SECTION 7

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

PREVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



SECTION 8

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

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.”



SECTION 9

RFQ NUMBER KDS80E1918 – 5800

**GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE
DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE**

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.

PREVIEW COPY ONLY

.....
TRANSNET REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE:

DATE:

Respondent's Signature

Date and Company Stamp



SECTION 10

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

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 :

PRIEVIEW COPY ONLY



SECTION 11

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

PRIEVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



SECTION 12

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

PRIEVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



SECTION 13

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

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

Refer Form E7 attached hereto.

PRIEVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



SECTION 14

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

PRIEVIEW COPY ONLY

Respondent's Signature

Date and Company Stamp



SECTION 15

RFQ NUMBER KDS80E1918 – 5800

GRADING OF SERVICE ROADS UNDER THE JURISDICTION OF THE DEPOT ENGINEER (INFRASTRUCTURE), POLOKWANE

Distances in km from various Stations

SERVICE ROAD FROM PYRAMID TO NABOOMSPRUIT

From Station	Start Km	End Km	To Station	Length	Side	Line Code	
Pyramid	26.613	28.450		1.837	Left	C01-LO95	
	28.800	29.856	Vasfontein	1.056	Left	C01-LO95	
Vasfontein	29.856	34.120	Petronella	4.264	Left	C01-LO95	
Petronella	34.500	34.986		0.486	Left	C01-LO95	
	35.600	44.051	Spykeraas	8.451	Left	C01-LO95	
Spykeraas	44.051	44.790	Hammanskraal	0.739	Left	C01-LO95	
Hammanskraal	45.870	49.700	Babelegi	3.830	Left	C01-LO95	
Babelegi	49.700	50.659	Kekana	0.959	Right	C01-LO95	
Kekana	50.659	55.680	Bosplaas	5.021	Right	C01-LO95	
Bosplaas	55.680	60.830	Gamubana	5.150	Right	C01-LO95	Total length for L095
Gamubana	60.830	66.000	Pienaarsrivier	5.170	Right	C01-LO95	36.963
Codrington	86.752	95.952	Willem	9.200	Left	C01-L055	
Willem	95.952	102.915	Warmbad	6.963	Right	C01-L055	
Klein Kariba	118.000	119.345	Jantingh	1.345	Left	C01-L055	
Jantingh	120.550	126.070	Keespoort	5.520	Left	C01-L055	
Keespoort	126.070	131.145	Nylstroom	5.075	Right	C01-L055	
Nylstroom	132.922	137.291	Jasper	4.369	Right	C01-L055	
Jasper	145.261	145.680	Middlefontein	0.419	Right	C01-L055	
Middlefontein	145.680	146.261		0.581	Left	C01-L055	
	146.261	149.596	Groenvallei	3.335	Right	C01-L055	
Groenvallei	149.596	157.416	Boekenhout	7.820	Right	C01-L055	
Boekenhout	164.200	164.460	Ypres	0.260	Right	C01-L055	Total length for L055



Ypres	164.460	171.557	Naboomspruit	7.097	Right	C01-L055	51.984
Total Length				88.947			

SERVICE ROAD FROM NABOOMSPRUIT TO GROENBULT

From Station	Start Km	End Km	To Station	Length	Side	Line Code
Naboomspruit	173.310	181.490	Tobias	8.180	Right	C01-L055
Tobias	181.490	189.680	Haakdoring	8.190	Right	C01-L055
Haakdoring	189.680	198.690	Gegun	9.010	Right	C01-L055
Gegun	198.690	204.773	Drummondlea	6.083	Right	C01-L055
Drummondlea	205.300	208.575		3.275	Left	C01-L055
	208.575	210.230		1.655	Right	C01-L055
	210.390	214.227	Rooipoort	3.837	Left	C01-L055
Rooipoort	214.227	215.080		0.853	Left	C01-L055
	215.300	218.100		2.800	Left	C01-L055
	218.100	218.950		0.850	Right	C01-L055
	218.950	220.768	Potgietersrus	1.818	Left	C01-L055
Potgietersrus	221.491	224.120		2.629	Left	C01-L055
	224.120	227.003	Uitloop	2.883	Left	C01-L055
Uitloop	227.003	229.759	Ysterberg	2.756	Left	C01-L055
Ysterberg	232.550	240.241	Opblaas	7.691	Left	C01-L055
Opblaas	240.241	245.709		5.468	Left	C01-L055
	245.709	246.550	Rotterdam	0.841	Right	C01-L055
Rotterdam	246.550	253.497		6.947	Left	C01-L055
	253.497	257.491	Geyser	3.994	Right	C01-L055
Geyser	257.491	264.890	Sandrivier	7.399	Right	C01-L055
Sandrivier	264.890	269.255		4.365	Right	C01-L055
	269.255	271.440		2.185	Left	C01-L055
	271.440	271.648	Eerstegoud	0.208	Right	C01-L055
Eerstegoud	271.648	272.323		0.675	Right	C01-L055
	272.323	277.773		5.450	Left	C01-L055
	277.773	279.053	Nirvana	1.280	Right	C01-L055
Nirvana	279.053	284.169	Pietersburg	5.116	Right	C01-L055
Ladanna	291.003	297.479		6.476	Right	C01-L066
	297.479	299.300	Matialla	1.821	Left	C01-L066
Matialla	299.300	305.100	Gruislaagte	5.800	Right	C01-L066
Gruislaagte	305.110	306.150		1.040	Right	C01-L066
	306.180	315.066	Solomondale	8.886	Right	C01-L066

Total length for L055

106.438



Dikgale	331.619	337.216	Koper	5.597	Right	C01-L066	Total length for L066
Koper	340.050	345.540	Munnik	5.490	Right	C01-L066	
Radikofe	345.500	356.822		11.322	Right	C01-L066	
	359.495	360.955	Groenbult	1.460	Right	C01-L066	
Total Length				154.330			

SERVICE ROAD FROM GROENBULT TO BEIT BRIDGE

From Station	Start Km	End Km	To Station	Length	Side	Line Code	
Groenbult	2.006	6.612	Soekmekaar	4.606	Right	C01-LO60	
Soekmekaar	6.652	12.647	Groot Spelonke	5.995	Right	C01-LO60	
Groot Spelonke	12.647	13.111		0.464	Right	C01-LO60	
	14.429	25.605	Mannamead	11.176	Right	C01-LO60	
Mannamead	25.605	36.411	Bandelierkop	10.806	Right	C01-LO60	
Bandelierkop	36.411	49.660	Granite	13.249	Right	C01-LO60	
Granite	49.752	57.910	Madombidzha	8.158	Right	C01-LO60	
Madombidzha	57.910	66.013		8.103	Right	C01-LO60	
	66.013	70.628	Louis Trichardt	4.615	Left	C01-LO60	
Louis Trichardt	71.446	76.659		5.213	Left	C01-LO60	
	76.659	84.633	Schoemansdal	7.974	Right	C01-LO60	
Schoemansdal	84.633	90.075	Cilliersrus	5.442	Right	C01-LO60	
Cilliersrus	90.075	98.353	Mara	8.278	Right	C01-LO60	
Mara	98.353	100.638		2.285	Right	C01-LO60	
	100.638	105.800	Medike	3.162	Left	C01-LO60	
Mopane	158.980	169.408	Lilliput	10.428	Right	C01-LO60	
Lilliput	169.408	170.397		0.989	Right	C01-LO60	
	170.397	170.720		0.323	Left	C01-LO60	
	170.720	180.750	Skelmwater	10.030	Right	C01-LO60	
Skelmwater	180.280	180.750		0.470	Right	C01-LO60	
	180.750	183.750		3.000	Left	C01-LO60	
	183.750	187.190	Kamkusi	3.440	Right	C01-LO60	
Kamkusi	187.190	188.915		1.725	Right	C01-LO60	
	188.915	189.816		0.901	Left	C01-LO60	
	189.816	199.349	Messina	9.533	Right	C01-LO60	
Messina	203.275	209.260	Nyundo	5.985	Right	C01-LO60	
Nyundo	209.260	212.350		3.090	Right	C01-LO60	
	212.350	214.355	Beit Bridge	2.005	Left	C01-LO60	
Total Length				151.445			



SERVICE ROAD FROM GROENBULT TO HOEDSPRUIT

From Station	Start Km	End Km	To Station	Length	Side	Line Code
Groenbult	1.400	11.590	Nzima	10.190	LH	CO1-L062
Nzima	11.590	26.013	Goudplaas	14.423	LH	CO1-L062
Goudplaas	26.013	27.350	Baskloof	1.337	LH	CO1-L062
Baskloof	32.853	35.793	Cordier	2.940	LH	CO1-L062
Cordier	35.793	43.231		7.438	LH	CO1-L062
	43.231	44.750	Mooketsi	1.519	RH	CO1-L062
Mooketsi	46.000	49.543		3.543	LH	CO1-L062
	49.543	50.295		0.752	RH	CO1-L062
	50.295	50.630	Brandboontjies	0.335	LH	CO1-L062
Brandboontjies	50.630	55.420	Witkrans	4.790	LH	CO1-L062
Witkrans	56.340	61.540		5.200	LH	CO1-L062
	61.540	63.555	Duiwelskloof	2.015	RH	CO1-L062
Duiwelskloof	65.500	66.259		0.759	LH	CO1-L062
	67.750	72.940	Westfalia	5.190	RH	CO1-L062
Westfalia	74.280	75.145	Politsi	0.865	LH	CO1-L062
	76.500	79.450	Estate	2.950	LH	CO1-L062
Estate	86.450	88.069	Tzaneen	1.619	LH	CO1-L062
Tzaneen	89.390	95.503	Letsie	6.112	LH	CO1-L062
Letsie	95.503	104.400	Letaba	8.897	LH	CO1-L062
Letaba	104.400	113.120	Letsitele	8.720	LH	CO1-L062
Letsitele	113.140	135.934	Rubbervale	22.794	LH	CO1-L062
Rubbervale	140.200	141.050		0.850	LH	CO1-L062
	141.050	141.650		0.600	RH	CO1-L062
	141.650	144.500	Gravelotte	2.85	LH	CO1-L062
Gravelotte	144.500	145.670		1.17	LH	CO1-L062
	145.670	152.585		6.915	RH	CO1-L062
	152.585	153.309	Selati River	0.724	LH	CO1-L062
Selatiriver	153.309	180.950		27.641	LH	CO1-L062
	180.950	181.480	Mica	0.53	RH	CO1-L062
Mica	181.480	185.283		3.803	RH	CO1-L062
	185.283	206.630	Olifantstenk	21.347	LH	CO1-L062
Olifantstenk	206.630	212.750	Hoedspruit	6.12	LH	CO1-L093

TOTAL LENGTH = 184.938