

**TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR INFORMATION [RFI]****Information is required** to enable Transnet to

- establish those parties interested in continued participation in this procurement process
- review and evaluate Rail Expansion Joints systems for use on steel bridge
- use the received information to update the user requirement specification

**THEREAFTER****THROUGH A CLOSED "REQUEST FOR PROPOSAL" [RFI] PROCESS**

- to appoint Service Providers to supply Rail Expansion Joints to be Tested by Transnet Freight Rail's Technology Management Department

**RFI NUMBER:** HOAC\_10\_17537  
**ISSUE DATE:** 23 June 2015  
**CLOSING DATE:** 14 July 2015  
**CLOSING TIME:** 10:00

"PREVIEW COPY ONLY"

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ANNEXURE A – BBG2479: USER REQUIREMENTS SPECIFICATION

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**RFI FOR THE SUPPLY OF RAIL EXPANSION JOINTS FOR STEEL BRIDGES TO  
TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

**Section 1: NOTICE TO RESPONDENTS**

**1 INFORMATION REQUEST**

Information is requested from interested persons, companies, close corporations or enterprises [hereinafter referred to as the **Respondent(s)**] to supply the aforementioned information to Transnet.

<b>DESCRIPTION</b>	<b>RAIL EXPANSION JOINTS [the Goods]</b>
<b>BID FEE AND BANKING DETAILS</b>	<b>This RFI is issued free of charge.</b>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	The office of the Secretariat, Transnet Freight Rail Acquisition Council Ground Floor Tender Box Inyanda House 1 21 Wellington Road Parktown
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Between 09:00 and 15:00 from Tuesday, 23 June 2015 until Tuesday, 30 June 2015.
<b>NON COMPULSORY BRIEFING SESSION</b>	Yes Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<b>10:00 on Tuesday 14 July 2015</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

Any additional information or clarification will be emailed to all Respondents, if necessary.

**2 FORMAL BRIEFING**

A non-compulsory briefing will be conducted at Inyanda 2, Bokamoso Boardroom, Second Floor (15 Girton Road) on the **30 June 2015**, at **14:00** for a period of ± Two [02] hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.

**3 RESPONSE SUBMISSION**

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat  
Transnet Freight Rail Acquisition Council  
Ground Floor  
Tender Box  
Inyanda House 1  
21 Wellington Road  
Parktown

RFI No:	HOAC_HO_17537
Description	SUPPLY OF RAIL EXPANSION JOINTS TO TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL
Closing date and time:	14 July 2015 10:00 am
Closing address	[Refer to options below]

All envelopes must reflect the return address of the Respondent on the reverse side.

**4 DELIVERY INSTRUCTIONS FOR RFI/FOI**

**Delivery by hand**

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at Inyanda No 1, Ground Floor, 21 Wellington Road, Parktown and must be addressed as follows:

THE SECRETARIAT  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN

4.1 The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no 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, each such envelope to be addressed as required in paragraph 3 above.

4.2 It should also be noted that the above tender box is accessible to the public 24 hours a day, 7 days a week.

**Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Freight Rail Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA NO 1  
GROUND FLOOR  
21 WELLINGTON ROAD  
PARKTOWN

If responses are not delivered as stipulated herein, such responses will not be considered.

No email or faxed responses will be considered, unless otherwise stated herein.

The responses to this RFI/EOI will be opened as soon as possible after the closing date and time.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFI/EOI/RFP other than that shown on the envelope.

**5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

5.1 As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that during the subsequent RFP stage, Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

**5.2 B-BBEE Joint Ventures or Consortiums**

Bidders may choose during the subsequent RFP process to enter into a Joint Venture with B-BBEE companies. RFP Bidders will also be required to submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. Alternatively, if such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through the RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Please indicate below whether your entity has an existing JV, and if so, provide details, including details of the percentage split of business, or whether your entity intends to create a JV relationship for RFP purposes:

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### 5.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting during the subsequent RFP process, Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its RFP Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Please indicate below whether your entity has an existing subcontractor(s), and if so, provide details, including details of the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s, or whether your entity intends to create a subcontracting relationship for RFP purposes:

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### 5.4 B-BBEE Improvement Plan

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. As such, Transnet requests that Respondents to the subsequent RFP submit a B-BBEE improvement plan. Respondents will be requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Mulalo Mukwena] before **12:00 on 07 July 2015**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

<sup>1</sup> The Minister of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

## 7 CONFIDENTIALITY

- 7.1 All information related to this RFI is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

## 8 INSTRUCTIONS FOR COMPLETION OF RFI

- 8.1 RFI proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 All returnable documents listed in the expression of interest [section 4] in this RFI must be returned with your submission.
- 8.3 The person or persons signing the submission must be legally authorised by the respondent to do so.

## 9 STATUS OF THIS RFI AND SUBSEQUENT PROCESS

- 9.1 It is envisaged that Supplier will be appointed, through a Closed Tender process, to supply Rail Expansion Joints to TRANSNET FREIGHT RAIL for a product testing purpose.
- 9.2 This RFI is not an offer to purchase and Transnet is under no obligation to accept any proposals in this process and/or the subsequent RFP which may be issued hereafter.
- 9.3 As this is a Request for Information only, no business will be awarded through this process.

## 10 DISCLAIMERS

- 10.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFI and/or its receipt of submissions in response to it. In particular, please note that Transnet reserves the right and at its sole and full discretion to:
- utilise any information provided to it in response to this RFI to draft the scope of requirements for inclusion in an RFP;
  - take no further action whatsoever, if it so decides
  - withdraw from this process and the provisions of this project at any time;
  - select the RFI and RFP participants based on Transnet's criteria;
  - change the dates of adjudication and submission;
  - not invite RFI respondents for further participation in the RFP process;
  - not bind itself to accept any or all of the RFIs; or
  - increase or decrease the quantities/scope as indicated in the RFI.
- 10.2 Transnet's decisions will be final and no correspondence will be entered into after the selection process. You will be formally notified of your result.
- 10.3 Kindly note that Transnet will **not** reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

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**RFI FOR THE SUPPLY OF RAIL EXPANSION JOINTS TO  
TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

**Section 2: RFI SCOPE OF REQUIREMENTS**

**1 INTRODUCTION**

Transnet Freight Rail requires suppliers to supply appropriate rail expansion joint solutions for use on the network, subject to Transnet Freight Rail approval. There is a need for rail expansion joints that can be used around tunnels, turnouts and short deck bridges (Ballasted) as well as for rail expansion joints on bridges with long decks. (Ballasted and non-ballasted track.)

A Rail expansion joint, breather switch, or adjustment switch is an intentional gap in railway tracks to allow for expansion in long sections of otherwise unbroken rail. They are placed between very long sections of continuous welded rail (CWR) or at the transition between CWR and jointed track and commonly in the vicinity of bridges and viaducts where the infrastructure and track may expand at different rates.

The mating sections are tapered diagonally (unlike a butt joint between two lengths of rail), allowing smoother transitions and higher speeds across the gap.

Breather switches or Rail expansion joints have two advantages over jointed track:

- They eliminate the small gap between the rails, eliminating or significantly reducing the noise and vibration caused by passing trains.
- Where CWR is particularly prone to expansion, they act as relief points to ensure that track does not warp out of shape or cause a rail kink.

The systems or systems offered may include more than one product. (Medium gap expansion vs large gap expansion as well as ballasted and non-ballasted). It is up to the supplier to submit proposals that do not comply to the specification provided the proposal is motivated. See the user requirement specification for details of what Transnet currently require.

Through this RFI process, Transnet's intention is to:

- Establish those parties interested in continued participation in this procurement process
- Review and evaluate Rail Expansion Joints systems for use on steel bridges
- Use the received information to update Transnet's User Requirement Specification (URS) for Rail Expansion Joints
- Issue a closed Tender to respondents who participated in this RFI
- Evaluate the bids against the updated URS
- Award a testing opportunity to complying products
- Test and approve the complying products

Your submission should include in detail your proposed methodology, and preliminary program of expected activities. From the RFI and response and/or submissions thereto, Transnet will compile an RFP document which will include an indicative schedule of activities and timelines.

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Respondent's Signature

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Date and Company Stamp



All products offered will be technically evaluated during the different stages as set out in the RFI tender document.

## 2 BACKGROUND

In Transnet, the Olifants River Bridge on the iron ore export line has an inherent design problem in terms of the bridge deck length and the use of continuous welded rail (CWR). The Olifants River Bridge is the longest continuous deck heavy haul Railway Bridge in the world. This interaction causes the force due to the concrete bridge deck's expansion to be superimposed on the normal CWR forces that would be experienced on the open line.

In September of 1983 a serious derailment occurred on the bridge due to the force interaction. Directly after the incident, a force monitoring system was installed to measure the force in the rail in order to stop train movement across the bridge whenever certain force thresholds are reached.

In order for the iron ore export line to gear up with the Market Demand Strategy (MDS) traffic is increased annually. With this increased amount of traffic, it was noticed that the closure of the bridge due to rail stress alarm limits being reached is starting to have a major impact on the business. With the new Swazi link project gaining momentum and the fact that long span deck bridges would also be required for these bridges, the need for rail expansion joints have increased.

The intention of the updated URS is to give all suppliers an opportunity to submit proposals and innovative solutions that could have a positive impact on TFR's market demand strategy through improved life cycle costing and increased safety.

TFR's current user requirement specification is included as part of this Request for Information (RFI). See *Annexure A*

## 3 GENERAL RESPONDENT OBLIGATIONS

3.1 The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

3.2 The Respondent (s) must comply with the requirements stated in this RFI.

## 4 CONFIDENTIALITY AND COMPLIANCE

This RFI and information contained herein or provided for purposes thereof, remain the property of Transnet and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether a RFI is submitted or not) shall treat the details of this document as strictly private and confidential.

Information disclosed in this RFI is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic RFI.

## 5 UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the RFI response, has read, understood and accepted all the terms and conditions of the document. The submission of an RFI by any Respondent shall presume complete

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp

acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the RFI Response document.

## **6 COSTS TO RESPOND TO THE RFI**

All Respondents wishing to submit a RFI response must be in possession of this document, the RFI. Transnet will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFI and the costs of the RFI at all stages of the RFI process. Costs, if any, will be for each Respondent's own account.

Transnet reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFI, at the Respondent's own cost.

## **7 AUTHORITY OF SIGNATORY**

- 7.1 If the RFI Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. personally signed by the Chairman or Secretary of the Board) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the company, must be submitted with their RFI.
- 7.2 If the RFI Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners), authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the partnership, must be submitted with this RFI.
- 7.3 If the RFI Respondent constitutes a "one-man business", certified proof must be submitted that the person signing this RFI and any other documents and correspondence in connection with this RFI and/or agreement is the sole owner of the one-man business.

Failure to comply with this clause may result in rejection of the RFI response.

## **8 OFFERING OF COMMISSION OR GRATUITY.**

If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of Transnet, any commission, gratuity, gift or other consideration, Transnet shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFI Respondent from further participation in this process and any other subsequent processes in this regard. The RFI Respondent will be responsible for all and any loss that Transnet may suffer as a result thereof. In addition, Transnet reserves the right to exclude such a Respondent from future business with Transnet.

## **9 UNDERTAKING BY TRANSNET**

In responding to this RFI, Transnet encourages all RFI Respondents to put their best effort into the construction and development of the proposal.

The RFI process will include due governance and the results of the adjudication process will be available to Respondents who are not successful under certain conditions. This will be allowed at the sole discretion of Transnet.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp

The evaluation criterion for stage 2 will be based on the updated URS, therefore, the thresholds and/or prequalifying criterion shall be decided post stage 1.

Any bid that fails to comply with the updated specifications shall be disqualified based on the evaluation thresholds and/or prequalification criterion to be determined in stage2.

#### **10 RFI SELECTION CRITERIA**

The following selection criteria will be used as a guide for adjudicating Respondents. It should be noted that the weighting represents a "balanced scorecard" for selection.

Specific detailed items that are important for the Respondent to consider in the response preparation process include:

- Quality of presentation, reply to the RFI and attention to required detail during the selection process.
- Compliance with the terms and conditions of the RFI documents.

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp

**RFI FOR THE SUPPLY OF RAIL EXPANSION JOINTS TO  
TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

**Section 3: TRANSNET'S RFI INFORMATION**

**1 TECHNICAL REQUIREMENTS**

The new product will be tested by Track Technology under the leadership of the Principal Engineer, Track Technology. The Principal Engineer will assess performance based on the field and laboratory test. The tests and evaluation criteria will be fixed and form part of the final URS. Some of the main evaluation criterion shall include:

- Compliance To Specification
- Fit for Purpose
- Risk & Environment Compliance
- Health and Safety Compliance
- Technical Capacity /Resources
- Delivery / Schedule

The supplier must consider the fact that the products may be installed in areas which is prone to vandalism and theft. Training will be required on how to maintain and install the product.

The systems or systems offered may include more than one product. (Medium gap expansion vs large gap expansion as well as ballasted and non ballasted). It is up to the supplier to submit proposals that do not comply to the specification provided the proposal is motivated. See Annexure A for the User Requirement Specification for details of what Transnet currently require.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp

**RFI FOR THE SUPPLY OF RAIL EXPANSION JOINTS TO  
TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

**Section 4: EXPRESSION OF INTEREST**

I/We \_\_\_\_\_  
[name of company, close corporation or partnership]  
of [full address] \_\_\_\_\_  
\_\_\_\_\_ carrying on business under style or title of [trading as]  
\_\_\_\_\_ represented by \_\_\_\_\_  
in my capacity as \_\_\_\_\_

being duly authorised, hereby lodge an **Expression of Interest** in the supply of Rail Expansion Joints to Transnet Freight Rail, for a testing purpose, as follows:

**ADDRESS FOR NOTICES**

Respondent to indicate its *domicilium citandi et executandi* hereunder:

Name of entity: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME(s) AND ADDRESS / ADDRESSES OF DIRECTOR(s) OR MEMBER(s)**

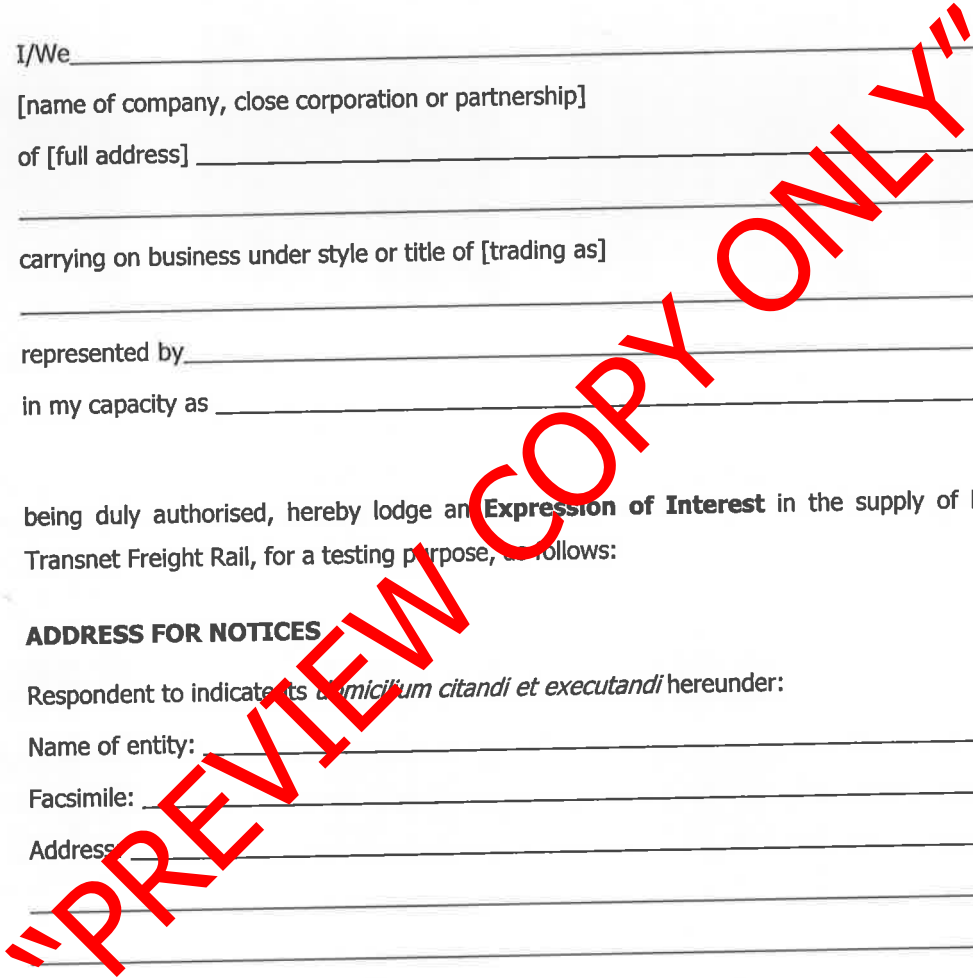
The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFI is submitted.

- (i) Registration number of company / C.C. ....
- (ii) Registered name of company / C.C. ....
- (iii) Full name(s) of director/member(s):                      Address/Addresses:                      ID Number/s:

.....  
.....

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



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**CONFIDENTIALITY**

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

**RETURNABLE DOCUMENTS**

a) Respondents must submit with their responses to this RFI, as a **minimum requirement**, all the returnable documents indicated below with a [✓]. All Sections must be signed and dated by the Respondent.

Minimum Requirements - Returnable Documents	Submitted [✓]
SECTION 2 : RFI Scope of Requirements	
SECTION 4 : Expression of Interest	
ANNEXURE B : Signed Non-Disclosure Agreement	

b) In addition to the requirements of section (a) above, Respondents are further requested to submit with their responses the following **Additional Returnable Documents** as detailed below.

Additional Returnable Documents	Submitted [✓]
SECTION 1 : Notice to Respondents	
Valid BBEE Verification Certificate [RSA Large Enterprises and QSEs]	
SECTION 3 : Transnet's Statistical Information and RFI Particulars	
Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Entity's letterhead	
- Certified copy of valid Company Registration Certificate [if applicable]	

Respondent's Signature

Date and Company Stamp

**By signing these RFI documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFI, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2015.

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**"PREVIEW COPY ONLY"**

**Respondent's contact details:**

Name.....

Designation.....

Address.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**RFI FOR THE SUPPLY OF RAIL EXPANSION JOINTS TO  
TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

**Section 6: NON-DISCLOSURE AGREEMENT [NDA]**

**Complete and sign the Non-Disclosure Agreement appended hereto as Annexure B**

**"PREVIEW COPY ONLY"**

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption on the part of Transnet employees to**

**TIP-OFFS ANONYMOUS: 0800 003 056**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp

**RFI FOR THE SUPPLY OF RAIL EXPANSION JOINTS TO  
TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

**Section 7: RFI CLARIFICATION REQUEST FORM**

RFI No: HOAC\_HO\_17537

Deadline for RFI clarification submissions: Before **12:00 on 07 July 2015**

TO: Transnet SOC Ltd  
ATTENTION: The Tender Administrator  
EMAIL: [mulalo.Mukwena@transnet.net]  
DATE: .....  
FROM: .....

RFI Clarification No [to be inserted by Transnet]

**REQUEST FOR RFI CLARIFICATION:**

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\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**TRANSNET**  
freight rail

A Division of Transnet SOC Limited

## INFRASTRUCTURE ENGINEERING TRACK TECHNOLOGY

User requirement specification for rail expansion joints

BBG2478

Approved:	Senior Engineer Track Technology	J.Meyer	
Authorised:	Principal Engineer Track Technology	K.C Mistry	
Date:	Sep 2014		

Circulation Restricted To: Transnet Freight Rail  
Transnet and Relevant Third Parties  
Unrestricted

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## 1. Document version

This document supersedes all previous specifications of rail expansion joints including CCE1/12.

## 2. Scope

This specification covers all the technical requirements that are expected of the rail expansion joint and/or its components. These technical requirements must be used by existing and new suppliers as a guide for their proposal and include the minimum requirements.

## 3. Related documentation

The following documents are to be used in conjunction with this specification:

- Manual for track maintenance (LBB0481 latest edition)
- User requirement specification for fastenings (BBF9273 latest edition)
- User requirement specification for concrete sleepers (PWM/5 and PWM 2/14)
- User requirement specification for turnouts (BBF9104 latest edition)
- User requirement specification for rails (S116 latest edition)

## 4. Definitions and terms

### 4.1. Track gauge

Distance between corresponding running edges of the two rails measured 14 mm below the crown of the rail

## 5. Background

Rail Expansion Joints on timber sleepers with ballast has been used by Transnet in strategic locations to reduce the stresses in the rails.

Due to the high maintenance on the Rail Expansion Joint and the risk of kick outs if not well maintained, they have been eliminated as far as possible.

With the increase in the number of continuously welded rails, the build-up of stresses before critical structures and the possibility of building new bridges with long decks there is a need for the re-introduction of rail expansion joints on the network.

## 6. User requirements

Transnet Freight Rail requires suppliers to supply appropriate rail expansion joint solutions for use on the network, subject to Transnet Freight Rail approval.

There is a need for rail expansion joints that can be used around tunnels, turnouts and short deck bridges (Ballasted) as well as for rail expansion joints on bridges with long decks. (Ballasted and non-ballasted track.)

The systems or systems offered may include more than one product. (Medium gap expansion vs large gap expansion as well as ballasted and non-ballasted)

## 7. Minimum design criteria.

The Rail Expansion Joint must comply with the following minimum design criteria:

- 7.1. Fastening system (If it is an alternative to the current)
  - a. Subject to approval.
  - b. Must comply with latest fastening specification (BBF9273)
- 7.2. It must be able to carry, spread, transfer, absorb and distribute the longitudinal, vertical, lateral and other forces caused by the dynamic loading of the trains, the environment, maintenance activities and temperature.
- 7.3. Allow for a track gauge of 1067 mm.
- 7.4. Give resilience to the track.
- 7.5. Give electrical insulation.
- 7.6. Enable the ease of track maintenance activities.
- 7.7. It must withstand the environmental effects.
- 7.8. It must be easy to maintain.
- 7.9. Have a cost effective life cycle cost.



- 7.10. Have the appropriate safety built into the system if the joint reach the end of its limits.
- 7.11. The Rail Expansion Joint must be a system that include the steel hardware, guard rails, rail pads and sleepers
- 7.12. It must be installed on concrete sleepers and where possible make use of existing approved Transnet Freight Rail concrete sleepers.
- 7.13. New sleepers must comply with Transnet Freight Rail's sleeper specification.
- 7.14. Where possible it must make use of existing approved Transnet Freight Rail fastenings and components.
- 7.15. New fastenings and pads must comply with Transnet Freight Rail's fastening specification. Fast clip will not be considered.
- 7.16. The rail and splice joint design must be suitable for use with Transnet's rolling stock fleet see Turnout specification for detail.
- 7.17. The rail must be a 60E1 from a Transnet Freight Rail approved supplier as per Transnet Freight Rail specification.
- 7.18. Once installed the Rail Expansion Joint must be in the A standard as defined by the manual for track maintenance.
- 7.19. The sleeper and especially the rail seat area must be such that it can:
- carry the dynamic train loads
  - resist the lateral forces exerted by the train without any signs of wear, tear or plastic deformation after a dynamic test of 2 million cycles
- 7.20. All bolts or screws must:
- have the appropriate Transnet Freight Rail approved coating to prevent corrosion.
  - have a fastening method that will prevent the fastening from vibrating loose.
  - be able to carry and distribute the loads
- 7.21. Where applicable the system must allow for the free movement of the rail through the fastening (Zero clamping force) but at the same time it must keep the gauge and prevent rail roll over.
- 7.22. Rubber products would not be acceptable in the design.

7.23. Ballasted systems are required for the following applications:

- Rail expansion joints for use before tunnels and bridges
- Rail expansion joints for use before sharp curves. Radii between 300 m and 135 m
- Rail expansion joints for use before long span bridges (500m deck length)
- Rail expansion joints for use on ballasted long span bridges (500m deck length)

7.24. A None-ballasted system is required for the following application:

- Rail expansion joints for use on long deck length bridges (500m deck length)

7.25. Where the sleeper spacing is more than 650 mm (On ballasted bridges over the deck expansion joint) the design must be such that the stresses in the rail will be the same as what can be expected in the rail if the spacing were 650 mm. (Supplier need to indicate the expected rail stresses in the foot of the rail) The results of a finite element model may be required by Transnet Freight Rail from the supplier to proof that the stresses are the same.

## 8. Dynamic conditions and environmental conditions.

8.1. The Rail Expansion Joint system must be able to function under the following environmental and dynamic conditions:

- Axle loads of 30 and 22 tons per axle.
- Sleeper spacing of maximum 650 mm.
- Speeds up to 100 km/h.
- Rail inclination of 1:20.
- Ballast depth of 280 mm
- Curves with radii between 300 and 135 m before and after the Rail Expansion Joint.
- Lateral loads of 60 kN continuous and 80 kN maximum.
- Component/ design life of:

- 1500 MGT on steel hardware
  - 50 years or sleeper
  - and 50 years on the concrete sleepers
  - Other please indicate on proposal
- The system must perform equally well in rail temperatures between -15 and 70°C.
  - It must also be able to resist the natural ultra violet radiation and ozone.
  - Arid as well as sub-tropical conditions with high and low humidity levels.
  - If components are installed within 15 km from the coast the applicable components must have the necessary corrosion protection.

## 9. Maintenance

- 9.1. The supplier must include a maintenance schedule that would indicate the frequency and type of maintenance that would be required on the system to give the expected life.
- 9.2. The expected life cycle cost and suggested maintenance practices to be submitted with each proposal including assumptions/prescriptions regarding:
- Welding
  - Rail grinding
  - Ballast condition, replacement and depth
  - Tamping cycle
  - Formation standards
  - Time required to do the work
  - Frequency of maintenance in MGT
- 9.3. Preference will be given to systems that have extended maintenance cycles that reduce on track time and that have cost effective life cycle costs.

**10. System Layout and drawing**

10.1. The supplier must:

- include drawings highlighting the system or systems they propose

**11. Rail and Metallurgy**

11.1. The rail section must comply too the following:

- R350LHT is the preferred rail metallurgy to be used for the manufacturing of the Rail Expansion Joint
- Head hardened
- 60E1 rail profile
- Only Transnet Freight Rail approved rail suppliers may be used for the procurement of rails for the manufacturing of Rail Expansion Joint.

11.2. The manufacturer must indicate if halve rail, machined rails or both will be used

11.3. If a guard/ check rail is used the UIC33 rail design is preferred.

**12. Holes in rails**

12.1. All drilled holes to be positioned on the neutral axis of the rail

12.2. All drilled holes are to be chamfered to eliminate stress rising points

**13. Bolts and fastenings**

13.1. All bolts must have a mechanism that will prevent the nut from vibrating loose.

13.2. A Transnet Freight Rail approved protection coating must be used on bolts and nuts.

13.3. The bolt length must be such that it protrudes not less than 3mm and not more than 25 mm beyond the nut.

13.4. Huck bolts and rivets will not be allowed as a fastening method.

**14. Ultrasonic testing**

- 14.1. All rails used on the Rail Expansion Joint must be ultrasonically tested.

**15. Length of expansion joint**

- 15.1. The overall length of the Rail Expansion Joint is not specified and the manufacturer must indicate the lengths for the various products offered.

**16. Total movement of expansion joint**

- 16.1. The manufacture must propose solutions for Rail Expansion Joint's with medium movements as well as for large movements.
- 16.2. Medium movements are defined as movements of less than 300 mm
- 16.3. Large movements are defined as movements of between 300 and 600 mm.

**17. Welding on rail**

- 17.1. No rail welding is preferred on a new Rail Expansion Joint. The supplier must indicate where and what type of welding will be used on the Rail Expansion Joint.
- 17.2. It must be possible to weld the Rail Expansion Joint into track using an Exothermic welding process.
- 17.3. Please refer to the manual for track maintenance for minimum rail length between welds.
- 17.4. The design length must allow for the installation of a new Rail Expansion Joint without the installation of a rail closure when it is removed for the first time

**18. Lubrication**

- 18.1. The supplier must indicate what lubricant they recommend based on the rail operating temperature range and the frequency of traffic, where it

must be used and the frequency at which it must be applied. A maintenance procedure would be required.

**19. Sleeper spacing/ Rail support**

- 19.1. The maximum sleeper spacing or rail support on the Rail Expansion Joint must be 650 mm except over the bridge deck expansion gap.

**20. Zero clamping force**

- 20.1. The supplier must indicate how the rail would be held in place in the areas where there will be zero clamping force.

**21. Rail wheel interaction**

- 21.1. The supplier must make sure that the Rail Expansion Joint offered will function well with the Transnet Freight Rail fleet of Wagons and locomotives

**22. Dowel in concrete**

- 22.1. A system without dowels in concrete is preferred due to the proneness of this type of arrangement to cracking and the low lateral force capability of the associate fastener.

**23. Other consideration**

- 23.1. Maximum protrusion above nominal running surface is 12mm  
 23.2. Minimum protrusion below nominal running surface in flange way areas is 50mm  
 23.3. The maximum allowable crown rail wear limit is 15mm

**24. Tolerance control**

- 24.1. The design must allow for all tolerances to be on the gauge side. See section (Minimum design criteria) above for track tolerances.
- 24.2. Tolerance will be checked by building a test piece and 30 days after installation in the field to determine if the Rail Expansion Joint is still within the A standard.

**25. Ease and speed of maintenance and installation**

- 25.1. A high premium is placed on, on track time. All components should therefore be designed to reduce on track time required for installation and maintenance.
- 25.2. Maintenance and installation guidelines should be provided by the supplier/ manufacturer.

**26. Training.**

- 26.1. Brochures, training material and personnel must be available to do training on the depots on how to use the product and tools correctly.

**27. Tools**

- 27.1. If special tools are required the suppliers must indicate it as part of their proposal.

**28. Pre-approval.**

- 28.1. Pre-approval of product must be obtained from Technology Management (Track Technology) before the purchasing of any material for use on Transnet Freight Rail lines will be considered. The products will be subjected to laboratory and field testing. The supplier must supply all the necessary jigs, material, components, documentation, certificates, quality assurance tests, technical information and drawings necessary to Transnet Freight Rail free of charge for all the tests required.



- 28.2. The final product offered will be evaluated and tested as outlined below
- 28.3. Concept approval (Check if system offered meet the requirements of this specification)
- 28.4. Approval of design (Will be done as part of the test phase)
- 28.5. Approval of product and system by laboratory and field testing
- 28.6. Quality of workmanship

**29. Quality Assurance.**

**29.1. Quality Plans.**

The supplier shall provide the customer a quality plan covering material specification, reference documents for manufacturing, inspection frequencies, measurement techniques and reaction plan for each component offered

**29.2. Quality Accreditation.**

The supplier shall be accredited with BS EN ISO 9001 or equivalent.

**29.3. Certificates.**

The manufacturer shall issue certificates of conformance stating that the components meet the requirements of this specification.

**29.4. Traceability.**

All products and packaging must be marked to allow for the tracing of problems back to the manufacturing date while still packed in its original packaging and back to a year if installed in track.

**29.5. Manufactures testing.**

The supplier must indicate what inspection and testing they will be doing and at what frequency it will be done on raw materials as well as on the final components and products.

- 29.6. **Test Documentation / Inspection.**  
The manufacturer shall carry out the inspection and testing internally in accordance with the submitted specifications and this specification and shall maintain the records of test results methodically for a period of at least 5 years.
- 29.7. **Access to Manufacturing records.**  
The Transnet Freight Rail representative/ Inspecting Officer shall have free access to the works of the manufacturer at all reasonable times and shall be at liberty to inspect the manufacture at any stage and to call for any records, pertaining to manufacture, which shall be made available within a reasonable time frame.
- 29.8. **Production quality.**  
Product quality shall be based on a continuous monitoring process that monitors and records the production processes. Where measurements are not taken continuously it must be recorded per production shift. The manufacturer must supply details on what continuous and non-continuous measurements they intend taking.
- 30. Further Testing.**
- 30.1. Transnet Freight Rail reserves the right to arrange further testing of any components at the Track Testing Laboratory.
- 31. Experimental components.**
- 31.1. The manufacturer must indicate if the product offered is still in an experimental phase and if not where it has been used. Reports of current performance would be welcomed.

31.2. All products offered will go through a laboratory testing phase before installing it in track.

**32. Technical support.**

32.1. The supplier must have a technical support team and equipment that can assist with any technical aspect required by Transnet Freight Rail from time to time. This team must meet and inspect some lines with Technology Management (Track Technology) at least once a year to familiarize themselves with the conditions and problems. Proof of competency must be supplied.

**33. Research and development.**

33.1. The supplier must indicate if they have an active R&D program in place to improve their products or to reduce costs.

**34. Component condition.**

34.1. The product must be well finished without any visual defects of any kind that may or may not be detrimental to the performance of the final product.

**35. Information to be supplied by the supplier.**

- 35.1. The following information must be supplied:
- Drawings of each component and system offered.
  - Technical properties. E.g. material info and hardness.
  - Details of the markings offered.
  - Detail on where the component and system comply and do not comply with the specification.
  - Details and specification of the material to be used.
  - Proposed packaging.

- Evidence of where the product is used in other railway lines.
- All other relevant information as asked for in this specification.

35.2. The proposal must be submitted in a paper and electronic format.

35.3. The supplier must:

- supply a maintenance schedule for the system as part of the proposal that would indicate the frequency and type of maintenance that would be required on the system to give the expected life.
- include the expected life of the various components in the system
- include all assumptions that were made based on information that were not clear

**36. Final specification.**

36.1. Based on the outcome of the:

- testing performed
- the proposed systems offered
- performance of the systems

Transnet Freight Rail intend changing the specification to suit its needs.

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NON DISCLOSURE AGREEMENT – RFI / EOI

**"PREVIEW COPY ONLY"**

**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

**the Company as indicated in the RFI/EOI bid response hereto**

**WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

1.1 **Agents** means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.



**3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- a) return all written Confidential Information [including all copies]; and
  - b) expunge or destroy any Confidential Information from any computer word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 b) above.

**4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

**5. DURATION**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

**6. PRINCIPAL**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

**7. ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

**8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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