

**RFP NUMBER**

**103072851**

**DESCRIPTION**

**PROVISION OF CHANGE MANAGEMENT/ EMPLOYEE BASED APPROACH TO WORKPLACE SAFETY WITH THE OBJECTIVE OF REDUCING THE INJURY AND FATALITY RATE IN TFR OPERATIONS & INCLUDING A CHANGE ROADMAP AND SKILLS TRANSFER.**

**ISSUE DATE: 2009-01-29**

**CLOSING DATE: 2009-02-24**

**OPTION DATE: 2009-06-23**

**INFORMATION SESSION: 2009-02-06**

**Venue: Khoroni Boardroom, 1<sup>st</sup> FLOOR**

**Inyanda House**

**21 Wellington Street**

**Parktown, JHB**

**Date: 2009-02-06**

**Time: 10.00**

**PART 1**

**TERMS OF TENDER**

• **CONTACT DETAILS**

- 1.1 This tender form was issued on the 29<sup>th</sup> January 2009, by the office of Supply Chain Services, Services Department, Transnet Freight Rail, 33<sup>rd</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg, Telephone - for Commercial enquiries contact Ms Tarryn Foster at (011) 308 1957. For Technical enquiries contact Ms Nolwazi Ngobeni tel: 011 544 9662 & Ms Clara Kholoane where any additional information may be obtained.

**2 COMPLETION OF TENDER**

- 2.1 Transnet Freight Rail will not be liable for any costs incurred in the preparation of the tenderers tender.
- 2.2 All copies of the tender must be initialled on each page and signed by the duly authorised representative of the tenderer.

**3 SUBMISSION OF TENDER**

- 3.1 Late proposals will not be considered and tenders delivered to any address or deposited in any box other than that stipulated herein will be regarded as late tenders and will consequently be returned to tenderers.
- 3.2 **Tenders (In triplicate) must be enclosed** in sealed envelopes, which are to be endorsed as shown below.

RFP NO.: 103072851 DESCRIPTION: REQUEST FOR PROPOSAL FOR CHANGE MANGEMENT TO REDUCE FATALITIES WITHIN TFR CLOSING DATE: 24 February 2009
--

- 3.3 Tenders must reach The Chairman, Transnet Freight Rail Acquisition Council before the closing time. An envelope must NOT contain documents relating to any tender other than that shown on the envelope.
- 3.4 If posted, the envelope must be addressed to The Chairperson, Transnet Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg, 2000 and must be dispatched in time for sorting by the Post Office into P O Box 4244, before the closing time. If a tender is received late, the Tenderers franking machine impression will not be accepted as proof that the tender was posted in time.
- 3.5 If delivered by hand, the envelope must be addressed to, The Chairperson, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House, 21 Wellington Road, Parktown Johannesburg 2001.
- 3.6 and handed in at that address before the closing time.
- 3.7 No e-mail or facsimile tenders will be considered.
- 3.8 Tender no.1030 72851 closes punctually at 10h00 on Tuesday 24 February 2009.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



#### 4 VALIDITY PERIOD

- 4.1 Transnet Freight Rail desires a validity period up to 23 June 2009 against this tender. It should be noted that Tenderers may offer an earlier validity period, but that their tenders may, in that event, be disregarded for this reason. Validity period:
- 

#### 5 NEGOTIATION

- 5.1 Transnet reserves the right to negotiate prices and commercial aspects after the closing date of the tender.

#### 6 ACTS TO COMPLIED WITH BY THE TENDERER

For the services to be provided as set out in PART 3, the Tenderer must observe and ensure compliance with all requirements and obligations as set out in the Labour Legislation of South Africa, *inter alia*, the following:

- 6.1 Skills Development Act, 97 of 1998 ("SDA");  
6.2 Employment Equity Act, 55 of 1998 ("EEA");  
6.3 Basic Conditions of Employment Act, 75 of 1997 ("BCEA");  
6.4 Labour Relations Act, 1995 ("LRA");  
6.5 Occupational Health and Safety Act, 85 of 1993 ("OHSA"); and  
6.6 Compensation for Occupational Injuries and Diseases Act No 130 of 1993 ("COIDA").

The tenderer must comply with all labor acts, especially Basic Conditions of Employment Act, 1997 (no working of double shifts etc.).

#### 7 AWARDING OF TENDER

- 7.1 Transnet reserves the right to accept a complete tender even if it is not the lowest.  
7.2 The acceptance of the tender will be made without obligation to acquire any of the services included in the tender, or to select any part of the Tenderers tender, or to discuss the reasons why a tender was accepted or rejected.  
7.3 Incomplete tender documents may result in the Tenderers offer being overlooked.  
7.4 Tenderers attention is also directed to form US7 (revised October 2007) General Conditions of SCS Tenders, Contracts and Orders.  
7.5 Tenderers must familiarize themselves with the contents of THE TENDER PROCEDURES form CSS No.5 (revised February 2007) to ensure that tender documents are completed in all respects.  
7.6 Transnet Ltd. has the right to award any or the full part of the business pertaining to this tender to any tenderer for whatever reason Transnet Ltd. seems deem to be fit.
- 

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

## 8 BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past.

Transnet will therefore prefer to do business with local business enterprises who share these same values. To this end, Transnet will seriously reconsider continued business relationships with such local business enterprises that do not possess a BBBEE "recognition level" of **at least a level 5**.

When Transnet invites prospective suppliers to tender for its goods and services it consequently urges Respondents (large enterprises and QSE's- see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – "List of Full Members" as displayed on the ABVA website ([www.abva.co.za](http://www.abva.co.za)).**

**Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of respondents who have been verified by any of the listed agencies.**

**Enterprises will be rated by such agency based on the following:**

### **Large Enterprises (i.e. annual turnover >R35million):**

- Rating level based on all seven elements of the BBBEE scorecard.
- Large Enterprises must attach their BBBEE certificate and detailed scorecard from an accreditation agency (registered as a "Full Member" with ABVA).

### **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5million but <R35million):**

- Rating based on any four of the elements of the BBBEE scorecard.
- QSE's must attach their BBBEE certificate and detailed scorecard from an accreditation agency (registered as a "Full Member" with ABVA).

### **NB:**

### **Emerging Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated/verified):**

- Automatic rating of Level 4 BBBEE **irrespective of race of ownership**, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's must confirm their annual turnover and black ownership by providing sufficient evidence from their Auditor, Accounting Officer or Verification Agency

In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage, of the total contract value that will 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 tender response to enable Transnet to evaluate / adjudicate all tenders received on a fair basis.

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, **Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference system will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.**

Each respondents is required to furnish proof of the above to Transnet. Failure to do so will result in a score of zero being allocated for BBBEE

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**9 BREACH OF CONTRACT**

The successful tenderers contract will be terminated by giving 30 days notice should the services be found to be in error of the conditions/specifications or not performing their duties to satisfaction.

**10 INDEMNITY CLAUSE**

Transnet will not be held responsible for any injuries incurred by the Tenderer while rendering the service.

**11 DAMAGE TO TRANSNET LIMITED PROPERTY:**

The successful tenderer 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 tenderer 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 caused by or arise out of the removal and disposal of the hazardous waste.

**12 SUPPLIER / SERVICE PROVIDER**

The Tenderer must state hereunder the name and address of the Company / Contractor that will be rendering the said service.

NAME OF COMPANY

ADDRESS (PHYSICAL)

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

**13 COMMENCEMENT PERIOD**

Tenderers are to advise hereunder when they can commence with the contract after notification of award of business.

.....(Days/Weeks/Months)

**14 PENALTY CLAUSE**

The Client shall be entitled to levy a penalty of 0.5% on the total value of each invoice submitted for payment for its failure to complete the Project deliverables on time as per agreed delivery schedule, provided that the cumulative monetary value of all the amounts levied as penalty in terms hereof shall not exceed an amount representing 3% of the total contract value.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**15 TENDERER'S UNDERTAKING**

I/We.....

of .....

offer to undertake ..... in accordance with the schedule of requirements and any specification(s) annexed hereto or mentioned herein, at the price(s) quoted and in accordance with the delivery conditions and other terms set out herein.

15.1 agree to be bound by those conditions in Transnet's Limited

15.1.1 general conditions of Supply Chain Services tenders, contracts and orders, form No. US7 (revised October 2007)

15.1.2 tender procedures, form CSS No. 5 (revised February 2007)

15.1.3 any other standard or special conditions mentioned and / or embodied in the tender form and

15.2 agree that this tender (read with any accompanying correspondence) constitutes an offer of such nature that only acceptance thereof by Transnet Limited in writing (including by fax) will bring into existence a contract or order, the terms of which are as set out in this tender, such accompanying correspondence, the annexure's hereto, the general conditions of Supply Chain Services tenders, contracts and orders, form No. US7 (revised February 2007) and any other conditions mentioned or embodied in this tender form, relating to contracts and Contractors.

15.3 agree that if after notification of acceptance of this tender, I/We fail to enter into a contract when requested to do so, within the period stipulated in the conditions of this tender or within such extended period as Transnet Limited may allow, I/We will be held liable for any additional expense which Transnet Limited may incur in having to call for tenders afresh and/or accepting any less favorable tender to complete the whole or remaining portion of the contract.

**16 TAX CLEARANCE CERTIFICATE**

Tenderers are requested to forward a copy of their Company's Tax Clearance Certificate with their tender. Failure to provide the current tax clearance certificate will render the tender non responsive and as such disqualify your tender submission.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_





---

**20 ADDITIONAL INFORMATION**

Tenderers requiring additional information pertaining may approach the following contact person/s, Ms Nolwazi Ngobeni and Ms Clara Kholoane at tel: 011 544 9662

**21 PRESENTATIONS**

Tenderers may be required to do a presentation on their ability and capability to conduct such services accordingly, as called for from time to time. The presentation is for the allowance to detail any misconceptions with regards to the services to be supplied. The notice period to do presentations will be conveyed in time.

**22 TRANSFER OF SKILLS**

The Service Provider/s may during the duration of the contract expose designated employees of Freight Rail to in order to transfer such skills to the said employees of Freight Rail. Please indicate whether your company has any objection to the above mentioned:

Yes : \_\_\_\_\_

No : \_\_\_\_\_

**23 CONTRACT PERIOD**

Although the contract period is deemed to be for a two-year period will be required at the specific time, Transnet Ltd. shall have the right to terminate any resulting contract at any time due to operational changes within Transnet Ltd. or non-performance on the part of the contractor. The notice period will be informed at the appropriate time.

**24 CONFIDENTIALITY**

All information related to this tender document and it's contents, both during and after completion, will be treated with the strictest confidence. Should the need however arise to divulge any information gleaned from the project which is either directly or indirectly related to Transnet Ltd. / Freight Rail, written approval to divulge such information will have to be obtained from Transnet Ltd./ Freight Rail.

**25 DESTINATIONS / SITES**

The services to be supplied will be required to be delivered at the specific site/ address as will be communicated to the successful bidder.

**26 COMPULSORY DOCUMENTS**

The following documents are compulsory, they must be attached to the tender document if not your tender will not be considered.

- Certificate of attendance at clarification meeting
- Certified copies of ID documents of all Shareholders & Directors
- Original and valid Tax Clearance certificate
- Certified copy of Company Registration document
- All specifications issued with the tender
- Copies of the US7 and CSS5 documents that accompanied the tender
- Original BBBEE rating certificate with detailed scorecard
- Fully completed SDF together with all listed supporting documentation

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_





**FRAUD HOTLINE**

**Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are: -**

**Hotline telephone: 0800 003 056**

**Email: [transnet@tip-offs.com](mailto:transnet@tip-offs.com)**

**Fax: 0800 007 788**

**All information received will be treated with the utmost confidentiality**

**PREVIEW COPY ONLY**

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

---

**PART 2**

**NB.** Tenderers are to be advised that adjudication criteria will be utilised to evaluate all Prospective bidders on their proposals etc. but will not be limited to the criteria.

**CRITERIA:**

**Technical:**

- Change management experience
- Previous similar intervention in an industry equal to TFR
- Skills Transfer methodology
- Project Management

**Commercial offer**

- Total Pricing of the project
- Financial strength
- Compliance to tender terms and conditions

**BBBEE**

- Broad Based Economic Empowerment

**PREVIEW COPY ONLY**

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

# **1. SCOPE OF WORK**

## TERMS OF REFERENCE / SPECIAL CONDITIONS

TENDER TO PROVIDE CHANGE MANAGEMENT/ EMPLOYEE BASED APPROACH TO SAFETY IN THE TFR OPERATIONS.

### **1. Purpose**

This document sets out the scope of work required to provide change management approach and roadmap for financial year 09/10. It also sets out the evaluation framework for the selection of the service providers that would conduct the work.

### **2. Background**

Transnet Freight Rail, a Division of Transnet, is the main operator of rail freight service in South Africa. Its rail network comprises approximately 20 000 km of lines varying from high density through to low density. Freight Rail employs 25 724 employees countrywide, of this approximately 17000 work in Operations.

The outcome of the change management intervention should include a plan that will result in zero fatalities by 2011 and a uniform safety culture in all our operations.

The work is expected to be completed within a year of the award of this contract.

### **3. Objective of the Tender**

The objective of the tender is to appoint suitable consultants with a comprehensive range of change management experience applied either in the railway industry or in similar environment such as mining. The outcome expected is to obtain:

- A change management plan and/ or Behavioural Based Safety approach that will reduce amongst other things the Injury and fatality rate, incidents and Signals passed at danger (SPAD's) in our operations thereby improve efficiencies while reducing costs;
- A change approach and Roadplan to zero fatalities by 2011;
- An approach to a consistent safety culture in all our depots, yards and regions;
- Employee involvement programme aimed at obtaining a broad based view of opportunities to improve safety performance
- Skills transfer to our in-house change management department

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

#### **4. Scope of the Tender**

The scope of the tender shall include the following:

1. Change Management Strategy to cover among other things:
  - a. Movement (Train Crew personnel and operations)
  - b. Yards (Shunting directed interventions)
2. Change Management Strategy/ Roadplan to Zero fatalities by 2011
3. Leadership and Stakeholder Management
4. Readiness and Impact assessments
5. Behavioural Based Safety Approach/ Safety Culture Approach
6. Sustaining benefits derived from the 5S's Programme

#### **5. Exclusions**

- Training
- Executive Coaching unless it is Safety specific and not leadership development
- Incident investigation
- Compliance matters (Policies, Rules, Standards and Procedures)
- Risk Management
- Employee Assistance Programme
- Safety Systems and Structures

#### **6. Information to be provided by Transnet Freight Rail**

Transnet Freight Rail will provide the following information to the successful bidder/s.

- Network diagrams reflecting traffic densities, permissible axle loadings, extent of electrification and voltage and train authorisation systems and type. Where possible the age of the asset or last major upgrade will be provided.
- Access to raw data from the measuring test coaches
- Age of the asset
- Major control centres and signal cabins.
- Maintenance schedules and practises relevant to the scope of work will be available on request and where practicable. Interviews may be necessary and easier in certain cases.
- Historical, current and forward looking traffic data.

#### **7. Information required / Compulsory submission documents**

Proposals must be accompanied by the following:

- A description of the general background of the bidding company, individuals and of any company or individual(s) in joint venture or to be subcontracted to provide key expertise
- Summary financial statements of the principal partners and subcontractors for the last 3 years
- A copy of the bidding company's BBBEE scorecard and accreditation certificate.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



- Descriptions of similar, recent work conducted for other clients, with named references that can be contacted within the client organisations
- Methodologies, approaches and procedures for conduct of the scope of work, including the assignment and supervision of suitably qualified staff and quality control
- Description of the project team structure, including named staff with accompanying CV's that will be assigned to conduct the tasks, including those of partners and subcontractors
- A project plan to conduct the scope of work, with each task having an associated resource and time estimate
- An estimated total time to conduct the scope of work for each tender item

Please indicate with a Yes or No in the Compliance column in the following tables:

DESCRIPTION	COMPLY Yes/No	NOTE
1. Provided a background description of all companies associated with the bid		
2. Provided summary financial statements for previous 3 years		
3. Provided a summary report of HDI and women's equity involvement		
4. Provided description of recent similar work with contactable references		
5. Provided a description of methodologies, approaches and procedures to be applied to the work		
6. Provided a project structure with named personnel and CV's		
7. Provided a schedule of rates per kilometre		
8. Provided a project plan with task breakdown of resources		
9. Personnel can only be substituted with permission of the Transnet Freight Rail		
10. Tasks can be added or removed by the Transnet Freight Rail, and the bidder will provide resource and cost estimates for new tasks		
11. A final, fixed cost for the [altered] scope of work will be negotiated with the winning bidder on the basis of the proposal		

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**8. General Conditions**

Please indicate with a Yes or No in the Compliance column in the following table:

DESCRIPTION	COMPLY Yes/No	NOTE
1 Comply with specification and scope of work		
2 All deviation from compliance specified		
3 Tender is valid for 4 months		
4 The successful bidder will commence work within 1 week of award		
5 The winning bidder will conduct the work according to accepted professional standards and methods, and ensure the professional conduct of personnel, including those from partners or subcontractors.		
6 Tender complies with the Transnet Supply Chain Procurement conditions (documents US7 ~ Standard Terms and Conditions of Contract & CSS5 ~ General Tender Conditions attached). Standard terms and conditions of contract take precedence over conditions stated or implied in this document. Transnet reserves the right to terminate the contract in terms of Standard Terms and Conditions of Contract if the winning bidder does not perform according to the specifications in this tender.		
7 The tender is for all the scope of work		
8 The tenders submitted in <b>Triplicate</b>		
9 All prices are quoted in South African Rand and excluding VAT		
10 Amendments to the tender documents will be made at the bidders' cost where required by the Transnet's quality assurance processes		
11 Transnet reserves the right not to		

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



award this contract to any bidder		
12 Ownership of all original information rests with the entities from which it is derived, and all documents, their contents and information produced in the course of the work are the property of Transnet. The work is of a sensitive nature and the strictest confidentiality is required of the supplier. The supplier will enforce such confidentiality on all its personnel involved with the project and ensure the destruction of any information held or transmitted by them to 3rd parties, irrespective of how stored, where held and by whom, on completion of the project.		

**9. Award Procedure**

The bids will be evaluated as an entire package, with attention paid to the competence of the bidder in all the necessary specialist and functional areas. The BBBEE compliance will be weighted according to the 90/10 Preference Point System.

The winning bidder/s will be selected and the scope of work will be finalised in discussions. Prices will then be subject to final negotiations and a contract may be awarded on this basis.

**10. Management of the Contract**

The work will be conducted in the following manner to ensure proper management by Transnet Freight Rail:

DESCRIPTION	COMPLY Yes/No	NOTE
1 The project team will report to an assigned Transnet Freight Rail project leader		
2 The work will be conducted according to the agreed project specification and plan		
3 The scope of work will be completed within the time and for the fixed cost agreed to in the review of the final scope of work after selection of the successful bidder/s.		
4 Project review meetings will occur fortnightly and more often if required		
5 Any deviation will be agreed in writing by the service provider and Transnet Freight Rail project leader		

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



6	Transnet Freight Rail or the service provider may propose a deviation		
7	After one month's work, an interim report will be issued for approval by the project leader		
8	A final report will be submitted before the end of the second month		
9	Payment terms will be finalised and agreed upon during negotiations		
10	The supplier may invoice as soon as payment is due, and will be paid within 30 days of receipt of a valid invoice		
11	The supplier understands that time is of the essence in the successful completion of the work		

**11. Termination of the Contract**

DESCRIPTION	COMPLY Yes/No	NOTE
1 Transnet Freight Rail may summarily terminate the contract on misconduct, failure to perform or incompetence of the supplier, giving reasons, and paying for work conducted up to the point of termination.		
2 Transnet Freight Rail will inform the supplier of any concern with the execution of the project in writing, giving the supplier a fixed time to respond and repair the defect.		

**12. Award of the Business**

The award of this tender is subject to the approval of the Transnet Freight Rail Acquisition Council and Transnet, therefore reserves the right to:

1. Not to award the entire tender
2. To split the award amongst more than one tenderer
3. To award the entire business to one tenderer
4. A partial award of the business in either form as detailed in the points 2 and 3 above

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



Hereunder, indicate your acknowledgement and acceptance of the condition/s of award as listed in point 13 above:

Award Conditions accepted : \_\_\_\_\_ (Yes / No)

### 15. Payment

Payment terms and conditions will be finalised during negotiations, prior to the award of any contract/s. It is to be noted that Transnet is not in favour of pre-payments and bidders are not to quote on that basis. Milestone payments are permitted and bidders may submit a schedule of proposed milestones against which payments are requested. Milestones are to be coupled to deliverables or such will not be considered.

### 16. Returnable / Submission Documentation

The following documents MUST accompany the tender submission and any other documents required as detailed in the tender document and accompanying documents.

Financial statements (as per 7.2 above and SDF)  
BBBEE certificate and scorecard  
All items listed in point 7 above

**This document, compliance duly completed (TERMS OF REFERENCE / SPECIAL CONDITIONS)**

Supplier Declaration Form (SDF) and supporting documentation as detailed

### 17. Compliance Tables

The tables of compliance above must be completed and where deviations / notes are submitted, a suitably referenced document may be included in your tender, explaining the nature of any deviations / non-compliance/s.

### 18. Disqualification Criteria

Tenders will be subject to disqualification for any of the reasons listed below.  
Failure to submit any returnable document  
Failure to submit fully completed documentation (as requested)  
Late bids (bids received after the closing date and time of the tender)  
Failure to provide the requested schedules, plans, methodologies requested in this document

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



## Pricing

Bidders are expected to provide a breakdown pricing in terms of all the milestones that will be covered in their proposal.

PRIEVIEW COPY ONLY

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS**

**CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees
  - 6.4 The site access control measures pertaining to health and safety to be implemented.
  - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 21) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**PART 6**

**INFORMATION SESSION:**

An information session will be held at the following venue:

Time : 10H00  
Date : 2009-02-06  
Venue : Khoroni Boardroom, 1<sup>st</sup> Floor  
Inyanda House  
21 Wellington Street, Parktown  
Town/City : Johannesburg

**1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....  
TRANSNET'S REPRESENTATIVE  
REPRESENTATIVE

.....  
TENDERER'S

DATE : .....

PREVIEW COPY ONLY

Date: \_\_\_\_\_

Initial: \_\_\_\_\_





**PART 8**

**SUPPLIER DECLARATION FORM (SDF)**

**Important:** Please note that it is mandatory to complete this form. Failure to do so may result in disqualification in certain instances. Do not leave sections blank – please indicate if not applicable to your Company, or if info is not readily available. If space is inadequate, please supplement and cross-reference by means of annexure/s.

1. Section 1

**1.1 COMPANY INFORMATION**

Name of company			
Company registration number			
Nature of core business			
Type of company			
VAT registration number			
Income Tax registration number			
Tax clearance certificate (the latest, please attach)		YES	NO
Tax Clearance certificate Expiry Date			
Physical address	Street		
	City		
	City postal code		
Postal address	PO Box / P Bag		
	Postal area		
	Postal City		
	Box postal code		
Telephone no. (e.g. 0113081693)			
Fax number (e.g. 0113071789)			
e-mail address			
Web address			
Contact person			
Contact person – cell number			
Contact person -Telephone no. (e.g. 0113081693)			

**1.2 BANKING DETAILS**

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



*Supply an original cancelled cheque or an original letter from the bank verifying banking details (containing an official bank stamp)*

<b>Payment (EFT)</b>	<b>EFT PAYMENTS ONLY</b>
Bank name	
Bank account holder	
Bank account number	
Branch name	
Branch code	
Country code (South Africa – ZA)	

**PREVIEW COPY ONLY**

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



Section 2

**2.1 BBEE INFORMATION**

<b>2.1.1</b>	<b>Has your Company been measured/assessed for its BBEE compliance/status?</b>		
	<b>YES</b>		<b>NO</b>

<b>2.1.2</b>	<b>If YES by whom was it done?</b>		
	Rating Agency		
	Self Assessment		
	Consultant		
	Auditor		
	Other		

<b>2.1.3</b>	<b>% Of BEE Ownership</b>	<b>% Of Black Women Ownership</b>	<b>% Of Disabled Ownership</b>
	A – 91-100%	A – 91-100%	A – 91-100%
	B – 81-90%	B – 81-90%	B – 81-90%
	C – 71-80%	C – 71-80%	C – 71-80%
	D – 61-70%	D – 61-70%	D – 61-70%
	E – 51-60%	E – 51-60%	E – 51-60%
	F – 41-50%	F – 41-50%	F – 41-50%
	G – 31-40%	G – 31-40%	G – 31-40%
	H – 21-30%	H – 21-30%	H – 21-30%
	I – 1-10%	I – 1-10%	I – 1-10%
	K – 0%	K – 0%	K – 0%
	P – Parastatals		
	Z – Internal Vendors		

<b>2.1.4</b>	<b>EME (T/O of &lt;R5M)</b>	<b>QSE (T/O of &gt; R5M but &lt;R35M)</b>	<b>Large Enterprise (T/O of &gt;R35M)</b>
	Yes	Yes	Yes
	No	No	No

<b>2.1.5</b>	<b>Majority Race Ownership</b>						
	B – Black	W – White	C – Coloured	A – Indian			

<b>2.1.6</b>	<b>BBEE Contribution Level</b>	<b>BBEE Score</b>	<b>BBEE Recognition level</b>	<b>Mark with "X"</b>
	1 – Level 1 Contribution	>100	135 % (e.g. R1 = R1.35)	
	2 – Level 2 Contribution	85 – 100	125 %	
	3 – Level 3 Contribution	75 – 85	110 %	
	4 – Level 4 Contribution	65 – 75	100 % (e.g. R1 = R1.00)	
	5 – Level 5 Contribution	55 – 65	80 %	
	6 – Level 6 Contribution	45 – 55	60 %	
	7 – Level 7 Contribution	40 – 45	50 %	
	8 – Level 8 Contribution	30 – 40	10 %	
	9 – Level 9 Contribution	<30	0 % (e.g. R1 = R0.00)	
	E – Exempt			
	BBEE Validity Expiry			

In terms of the above; kindly attach the BBEE certificate and the detailed scorecard.  
**NB. If the BBEE certificate and detailed scorecard from a full member of the Association of BEE Verification Agency (ABVA) is not provided, your company will be classified as a Level 9 (non compliant) BBEE company.**

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**Legend:** EME – Exempted Micro Enterprise ;QSE - Qualifying Small Enterprises; T/O – Turn Over; BBBEE – Broad Base Black Economic Empowerment; BWBE – Black Women Business Enterprise; DPBE – Disabled Persons Business Enterprise; MR– Majority Race;

**2.2 VENDOR TYPE OF BUSINESS**

(Please tick as applicable)

(\* - Minimum requirements)

<b>2.2.1 Type of Firm: *</b>			
Partnership	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>	Company (Pty) Ltd	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>		<input type="checkbox"/>

**2.2.2 Indicate the business sector in which your company is involved/operating: \***

Agriculture	<input type="checkbox"/>	Mining and Quarrying	<input type="checkbox"/>
Manufacturing	<input type="checkbox"/>	Construction	<input type="checkbox"/>
Electricity, Gas and Water	<input type="checkbox"/>	Finance and Business Services	<input type="checkbox"/>
Retail, Motor Trade and Repair Services	<input type="checkbox"/>	Wholesale Trade, Commercial Agents and Allied Services	<input type="checkbox"/>
Catering, accommodation and Other Trade	<input type="checkbox"/>	Transport, Storage and Communications	<input type="checkbox"/>
Community, Social and Personal Services	<input type="checkbox"/>	Other (Specify)	<input type="checkbox"/>
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

**2.2.3 Credit Controller's Details**

Credit Controller's Name	
Credit Controller's Contact Number	

**2.2.4 How would you prefer to receive Remittance advices?**

Fax	<input type="checkbox"/>	Email	<input type="checkbox"/>	Post	<input type="checkbox"/>
-----	--------------------------	-------	--------------------------	------	--------------------------

**2.2.5 What is your company's annual turnover (excluding VAT)? \***

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**2.2.6 Where are your operating/distribution centres situated \***


Date: \_\_\_\_\_

Initial: \_\_\_\_\_

2. Section 3

**3.1 VENDOR OWNERSHIP DETAIL**

(Please tick as applicable) (\* - Minimum requirements)

<b>3.1.1</b>	<b>Did the firm previously operate under another name? *</b>
YES	NO

<b>3.1.2</b>	<b>If Yes state its previous name:*</b>
Registered Name	
Trading Name	

<b>3.1.3</b>	<b>Who were its previous owners / partners / directors?*</b>
SURNAME & INITIALS	ID NUMBERS

<b>3.1.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS-ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.1.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the fi</b>					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS-ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.1.6</b>	<b>List details of firms personnel who have an ownership interest in another</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**3.2 VENDOR OWNERSHIP DETAIL**

(Please tick as applicable) (\* - Minimum requirements)

<b>3.2.1</b>	How many personnel does the firm employ? *					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Permanent</b>						
<b>Part Time</b>						

<b>3.2.2</b>	In terms of above kindly provide numbers on women and disabled personnel? *					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Women</b>						
<b>Disabled</b>						

<b>3.2.3</b>	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *			
	<b>SURNAME</b>	<b>INITIALS</b>	<b>DESIGNATION</b>	<b>TELEPHONE NO.</b>

<b>3.2.4</b>	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?		
<b>YES</b>		<b>NO</b>	

<b>3.2.5</b>	Is your company a recipient of Enterprise Development Contributions?*		
<b>YES</b>		<b>NO</b>	

<b>3.2.6</b>	May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *		
<b>YES</b>		<b>NO</b>	

<b>3.2.7</b>	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
<b>YES</b>		<b>NO</b>	

<b>3.2.8</b>	If yes (above) kindly provide the following information:					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Permanent</b>						
<b>Part Time</b>						

<b>3.2.9</b>	In terms of above kindly provide numbers on woman and disabled personnel:					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Women</b>						
<b>Disabled</b>						

<b>3.2.10</b>	Are any of your members/shareholders/directors ex employees of Transnet?		
<b>YES</b>		<b>NO</b>	

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**3.3 REQUIRED VENDOR FORMS**

KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -		YES	NO
*	Cancelled Cheque <b>or</b> an original letter from the bank verifying banking details ( <b>containing an official bank stamp</b> )		
*	Certified Copy of Identity Documents of Members / Shareholders / Directors (where applicable)		
*	Certified Copy of Share Certificates / CK1 & CK2		
*	Certified Copy of Certificate of Incorporation and CM29/ CM9 (Name Changes)		
*	Certified Copy of SARS VAT Registration Certificate		
*	A Current and Original Tax clearance certificate from the South African Revenue Services must be attached		
	Certified Copy of Equity Plan / Training Plan		
	Memorandum of Agreements / Member / Partnership Agreements (where applicable)		
*	Certified Copy of Financial Statements (For the past three years) including Balance Sheets		
*	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy		
*	Certifications e.g. CIDB (Construction), BBBEE (From an Accredited Rating Agency)		
*	Application must be signed by a Commissioner Of Oaths		
	Other Relevant Documentation		

I / we hereby guarantee that the above information given by me/us to you in respect of the details of my/our bank account are correct and I / we hereby indemnify Transnet from any loss and / or damages howsoever caused that I / we or any other party may suffer as a result of the said information being incorrect.

Changes to our bank account will be given to Transnet in writing, together with a confirmation letter from our bankers.

I, the undersigned warrant that I am duly authorised to complete and sign these documents on behalf of the firm/ organisation and that the information furnished is true and correct.

I further warrant that the members / shareholders are not nominee members / shareholders and the stated members / shareholders are the beneficial members / shareholders.

I also agree that, in the event of false, incorrect or misleading information being provided in this declaration, Transnet shall have the right to: -

- o Repudiate any contract that may have been awarded; and / or
- o Recover any losses or damages sustained by Transnet as a result of the award of any contract; and / or
- o Restrict the tenderer from further business with Transnet for a period between one year to five years depending on Transnet's view on the seriousness of the misconduct and the degree of prejudice suffered by Transnet.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF FIRM / ORGANISATION

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

COMMISSIONER OF OATH:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**GENERAL TENDER CONDITIONS**  
**FORM CSS5 (REVISED FEBRUARY 2007)**

<b>INDEX</b>		
<b>SUBJECT</b>	<b>CLAUSE NUMBER</b>	<b>PAGE NUMBER(S)</b>
GENERAL	1	2
LODGING OF TENDERS	2	2
USE OF TENDER FORMS	3	2
THE RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS, TENDER FORMS AND SAMPLES	4	2
DEFAULTS BY TENDERERS	5	2
CURRENCY	6	4
<u>EXCHANGE AND REMITTANCE</u>	7	4
ACCEPTANCE OF TENDER/QUOTATION	8	4
LAW GOVERNING CONTRACT	9	5
IDENTIFICATION	10	5
FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL TENDERER	11	5
UNAUTHORISED COMMUNICATION ABOUT TENDERS	12	5
TENDERER'S SAMPLES	13	6
CONTRACT DOCUMENTS	14	6
SECURITIES	15	6
DELIVERY BASIS	16	7
SHIPMENT	17	7
EXPORT LICENCE	18	8
QUALITY OF MATERIAL	19	8
PRICES SUBJECT TO CONFIRMATION	20	8
DELETION OF ITEMS NOT TENDERED FOR	21	8
ALTERATIONS MADE BY THE TENDERER TO TENDER PRICES	22	9
VALUE ADDED TAX	23	9
TERMS AND CONDITIONS OF TENDER	24	9
IMPORTANT NOTICE TO TENDERERS REGARDING PAYMENT	25	9
QUANTITY/QUANTITIES : (PERIOD CONTRACTS ONLY)	26	10
PACKING AND MARKING	27	11
PLANS, DRAWINGS, DIAGRAMS, SPECIFICATION, ETC.	28	11
VISITS TO FOREIGN COUNTRIES	29	12
TENDERS BY FOREIGN TENDERERS OR ON THEIR BEHALF	30	13
PREPRODUCTION SAMPLES	31	14
RAILAGE FREIGHT AND OTHER CHARGES	32	14

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**1. GENERAL**

*All tenders and subsequent contracts and orders shall be subject to the following procedures as laid down by Transnet Limited herein after referred to as "Transnet" and are to be strictly adhered to by Tenderers (where applicable).*

**2. LODGING OF TENDER**

- 2.1 Tenders shall be lodged with Transnet not later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with tender documents.
- 2.2 Tenders shall be transmitted in a sealed envelope and placed in the Tender Box at a venue stipulated in the Request for Tender (RFT) or Request for Proposals (RFP) or Request for Quotations (RFQ), with the tender number and subject endorsed on the left hand bottom corner of the envelope. This condition shall NOT apply if tenders are submitted by means of a private computerised system.
- 2.3 Tenders may be transmitted electronically to a specified e-mail address, or by facsimile to a specified fax number, all of which will be stipulated in the RFT, RFP, or RFQ (collectively Tender Documents) whatever the case may be. Such Tenders will if delivered on or before the closing date and hour set out in Tender Documents for receiving tenders will be accepted by Transnet if the Tenderer's name, the items tendered for, the tendered price of each item (or one inclusive price where this is required) are all clearly stated, provided however that the tender is confirmed by a letter on the Tenderer's official letterhead and signed by the same person who signed the tender document on behalf of the tenderer, or the official tender form duly completed, is posted or forwarded by courier service not later than the closing date for the receipt of tenders

**3. USE OF TENDER FORMS**

Where special forms are issued by Transnet for the submission of tenders, Tenderers are required to submit their tenders in the appropriate spaces on such official forms and not on office stationery bearing their own special conditions of tender; non-compliance with this conditions may result in the rejection of a tender. Tenderers must delete items on the tender form for which they have not quoted or where the price has been provided for elsewhere in the tender documents.

**4. THE RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS, TENDER FORMS AND SAMPLES**

- 4.1 A non-refundable charge may be raised for tender forms, plans, specifications and samples depending on the nature, magnitude and value of technical information or samples supplied.
- 4.2 If, any of the drawings and specifications referred to in tender forms are the official publications of recognised standardising bodies, copies of such drawings and specifications shall be acquired by Tenderers at their own expense.

**5. DEFAULTS BY TENDERERS**

- 5.1 If the Tenderer, after he has been notified of the acceptance of his tender/quotation fails to:-
- 5.1.1 enter into a formal memorandum of agreement when called upon to do so in terms of clause 14, within such period as Transnet may specify; or
- 5.1.2 accept an order in terms of the tender/quotation; or
- 5.1.3 when called upon to do so, fails to furnish satisfactory security of the fulfilment of the contract in terms of clause 15;

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other tender/quotation or, if it is necessary to do so, call for tenders/quotations afresh, and may recover from the defaulting Tenderer any additional expense incurred by it in calling for new offers or in accepting a lower offer.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



- 5.2 If any person or enterprise or firm which has submitted a tender/quotation, concluded a contract, or in the capacity of agent or subcontractor, has been associated with such tender or contract:
- 5.2.1 Has withdrawn such tender/quotation after the advertised date and hour for the receipt of tenders; or
  - 5.2.2 has, after having been notified of the acceptance of his tender/quotation, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the tender documents; or
  - 5.2.3 *has carried out any contract resulting from such tender/quotation in an unsatisfactory manner or has breached any condition of such contract; or*
  - 5.2.4 has offered, promised or given a bribe in relation to the obtaining or the execution of such contract, or
  - 5.2.5 has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, company or person; or
  - 5.2.5 has made any incorrect statement in the affidavit or certificate referred to in Clause 11 and is unable to prove to the satisfaction of Transnet that
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness; or
  - 5.2.6 caused Transnet damage, or to incur costs in order to meet the Contractor's requirements and which could not be recovered from the Contractor; then
- a tender from any such person or enterprise shall be disqualified and the person, enterprise or firm including any directors shall subject to clause 5.3 be disqualified from tendering for any Transnet business ..
- 5.3 Any person, or enterprise, or firm against whom a decision has been given under the provisions of clauses 5.2.2 or 5.2.4 may make representations to the Group Chief Executive of Transnet, whose decision shall be final.
- 5.4 Any disqualification imposed upon any person or enterprise, unless Transnet determines otherwise, shall apply to any other enterprise under the same or different names of disqualified persons or enterprise, or firm or associates and shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise concerned.

## 6. CURRENCY

Prices must be quoted in the currency of the Republic of South Africa in respect of local supplies. Prices in any other currency may be rejected by Transnet save where such price is quoted for imported Goods only.

## 7. EXCHANGE AND REMITTANCE

The Contractor should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Contractor, effect payment overseas direct to the principal/supplier of such percentage of the contract or order value as may be stipulated by the Contractor in his tender documents and any variation in the amount to be so paid which may arise as a result of fluctuations in the rate of exchange involved, will be for the account of the Contractor.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_





- 7.1 The Contractor who desires to avail himself of the aforementioned facility must at the same time of tendering furnish the information called for in the clause "Exchange and Remittance" of the tender document and also furnish full details of the principals/suppliers to whom payment is to be made.
- 7.2 The Contractor shall at his own cost obtain forward exchange cover on foreign currency to protect himself against any currency rate fluctuation risks, for the duration of any resulting contract or order. Transnet will NOT accept any fluctuations in the rate of exchange at the time when payments are made.
- 7.3 Should it be necessary for the Contractor to establish a letter of credit through a bank, where the whole or a portion of the contract or order value to be remitted overseas by him against a contract or order and where the Goods are to be collected by or delivered to Transnet's overseas forwarding agent, then such letter of credit must clearly stipulate that for payment purposes an "Original Ocean Bill of Lading" will be the only recognised document as proof that the Goods have been collected/delivered. Failure to comply with this requirement will result in delays in delivery and payment of the Goods.

Transnet will not recognise any claim for adjustment of the order and/or contract price under clause 7.1 if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties,

## 8. ACCEPTANCE OF TENDER/QUOTATION

- 8.1 Transnet does not bind itself to accept the lowest or any tender/quotation nor will it give any reasons for the rejection of a tender / quotation. Transnet reserves the right to accept any tender in whole or in part.
- 8.2 Upon the acceptance of a tender/quotation by Transnet, the parties shall be bound by the General Tender Conditions and the Standard Terms and Conditions of Contract (US7)
- 8.3 Where the acceptance of the Tenderer is delivered by letter, the SA Post Office shall be regarded as the agent of the Tenderer and delivery of such notice of acceptance to the SA Post Office shall be considered as delivery to the Tenderer.
- 8.4 Where the Tenderer has been informed per facsimile message of the acceptance of his tender/quotation, the acknowledgement of receipt transmitted by his facsimile machine shall be regarded as proof of delivery to the Tenderer.

## 9. LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a tender/quotation. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Tenderer in his tender/quotation at which all legal documents may be served on the Tenderer who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Tenderers from abroad shall, therefore, state in their tender/quotation 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 tender/quotation being accepted and to act on their behalf in all matters relating to the contract.

## 10. IDENTIFICATION

If the Tenderer is a company, the full names of the directors shall be stated in the tender/quotation. If the Tenderer is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## 11. FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL TENDERER

In the case of tenders returnable to the Chairman of the Tender Board, unsuccessful Tenderers will be formally notified of the names of successful Tenderers as soon as possible after the closing date for receipt of the tender in question. In the case of tenders/quotations returnable to Transnet, unsuccessful Tenderers shall, upon application, be furnished with similar information.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**12. UNAUTHORISED COMMUNICATION ABOUT TENDERS**

- 12.1 Where tenders are returnable to the Chairman of the Tender Board, Tenderers may at any time communicate with the Chairman on any matter relating to their tender but, in the absence of written authority from the Chairman, no communication on a question affecting a service, purchase, sales or disposal of assets or Goods, which is the subject of a tender, shall take place between Tenderers or other potential suppliers or any member of the Tender Board or official of Transnet during the period between the closing date for the receipt of the tender and the date of the notification of the successful Tenderer. A tender, in respect of which any such unauthorised communication has occurred, may be disqualified.
- 12.2 Where tenders are returnable to Transnet, Tenderers may at any time communicate with the designated representative of Transnet to whom tenders/quotations are to be submitted on any matter relating to their tender / quotation but, in the absence of written authority from the designated representative of Transnet concerned, no communication on a question affecting a service, purchase, sale or disposal of assets or Goods which is the subject of a tender/quotation shall take place between any other officer of Transnet and Tenderers or other potential suppliers during the period between the closing date for the receipt of the tender / quotation and the date of notification of the successful Tenderer. A tender / quotation, in respect of which any such unauthorised communication has occurred, may be disqualified.

**13. TENDERER'S SAMPLES**

- 13.1 If samples are required from Tenderers, such samples shall be suitably marked with the Tenderer's name and address, the tender number and the tender item number and must be despatched in time to reach the addressee as stipulated in the tender form on or before the closing date of the tender. Failure to submit samples by the due date may result in the rejection of a tender.
- 13.2 Transnet reserves the right to retain samples furnished by Tenderers in compliance with tender conditions.
- 13.3 Payment will not be made for successful Tenderer's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of contracts.
- 13.4 If unsuccessful Tenderer's samples are retained and Tenderers require payment therefor, Transnet will make payment at the tendered price of the Goods. If it is not desired to retain such samples and Tenderers require their return Transnet will accept responsibility for its return to the Tenderer's nearest station or siding in South Africa.
- 13.5 Transnet will not accept liability for samples furnished by Tenderers on their own initiative. If Tenderers desire such samples returned it will be at their own risk and cost.

**14. CONTRACT DOCUMENTS**

The contract documents will comprise the General Tender Conditions the special conditions (if applicable) and General Terms and Conditions of Contract (US7)(Revised February 2007) which will constitute the contract upon receipt by the Tenderer of the acceptance letter, subject to all amendments proposed by the parties.

**15. SECURITIES**

- 15.1 The successful Tenderer, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of:
- 15.1.1 Government or approved Municipal stocks in negotiable form; or
- 15.1.2 a deed of suretyship furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

- 15.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 15.3 For the purpose of clause 15.1.2 Transnet will supply "Deed of Suretyship" forms to the successful Tenderer for the completion by his sureties, and no guarantee in any other form will be accepted. Copies of such form will be supplied to Tenderers on request. For this purpose "Deed of Suretyship" forms will be provided which shall be completed and returned to Transnet or a designated official by the successful Tenderer within 30 (thirty) days from the date of the letter of acceptance. No payment will be made until the forms, duly completed, are delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the tenderer to cancel the agreement with immediate effect. .
- 15.4 The security shall be an amount which will not exceed 5 (five) percent of the value of the contract or order unless otherwise stipulated in the tender form.
- 15.5 *Additional costs incurred by Transnet for visits or extensions to visits necessitated by reason of default on the part of the successful Tenderer will be for the account of the successful Tenderer.***

**16. DELIVERY BASIS**

- 16.1 The prices quoted must be on a delivered price basis in accordance with the terms and at the delivery point or points specified in Transnet's tender forms. Tenders for supply on any other basis of delivery are liable to disqualification. The time for delivery stated by the Tenderer must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Tenderer.
- 16.2 *Tenderers must furnish their tender prices under the appropriate columns in the 'Scope of Requirements' of the tender on the following basis :*
- 16.2.1 Local Supplies - column A i.e. Prices for Goods to be manufactured, produced or assembled in the RSA, or imported supplies held in South Africa. to be quoted on a Delivered RSA named Destination basis
- 16.2.2 Imported Supplies - column B i.e. Prices for Goods to be imported from all sources to be quoted on a DDU, delivered end destination RSA basis (Delivered, Duty Unpaid to named Destination, ICC Incoterms 2000)
- 16.3 *The attention of Tenderers is drawn to the fact that should Transnet's departmental railage account numbers be used in respect of "Delivered Prices", Transnet reserves the right to cancel such contract order with immediate effect and enforce the conditions of clause 15 headed "Rights on Cancellation" of form US7 (Revised February 2007).*

**17. SHIPMENT**

- 17.1 Where shipping is arranged by the successful Tenderer :
- The successful Tenderer shall arrange direct with a shipping company for the Ocean Bill of Lading to be drawn in favour of Transnet or a designated official, at a port of entry.
- To ensure prompt clearance at RSA port of entry.**
- 17.1.1 the first set of negotiable shipping documents shall be posted within a maximum period of three (3) days from date of shipment to Transnet or a designated official; and
- 17.1.2 within twenty-four (24) hours of mailing the first set of documents, the second set of negotiable documents shall be posted to Transnet or designated official.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



The successful Tenderer shall be liable for all costs, including harbour storage charges, incurred in consequence of breach of any of the abovementioned provisions.

17.2. Where shipping is arranged by the forwarding agent appointed by Transnet:

*Shipping arrangements by Transnet's nominated forwarding agent shall be made direct with a shipping company to allow the Ocean Bill of Lading to be drawn in favour of Transnet or designated official at a port of entry.*

17.2.1 *It should be noted that when Goods are offered on a free on board an ex manufacturer's/supplier's works basis, Transnet reserves the right to nominate its own forwarding agent on condition that the successful Tenderer will not recover any additional costs from Transnet.*

17.2.2 It will be a condition that all Goods collected by or delivered to Transnet's forwarding agent against any resulting contract/order must be accompanied by the overseas manufacturer's/supplier's commercial invoices (which must clearly reflect Transnet's contract / order number) and packing lists/specifications or be handed to Transnet's forwarding agent not later than 3 (three) days prior to the vessel's scheduled date of departure.

17.2.3 In respect of airfreight shipments the Executive Manager, South African Airways, Johannesburg International Airport must be reflected in the column "Sold to" appearing on the overseas supplier's/manufacturer's commercial invoices.

*It is imperative that the above be strictly adhered to as Goods cannot be cleared by Transnet at a port of entry in the RSA without the required documentation.*

*Any demurrage charges applicable to the Goods which may become payable due to late or non-submission of the aforementioned documentation will be for the successful Tenderer's account.*

## 18. EXPORT LICENCE

The award of this tender/quotation for Goods to be imported may be subject to the issue of an export licence. If necessary, the manufacturer or his overseas agent shall be required to apply for such licence.

## 19. QUALITY OF MATERIAL

Unless otherwise stipulated the Goods tendered, shall be **NEW** i.e. in the unused condition, neither second-hand nor reconditioned.

## 20. PRICES SUBJECT TO CONFIRMATION

**20.1 A tender/quotation with prices which are subject to confirmation will not be considered.**

20.2 Tenders, where firm prices are quoted for the duration of any resulting order and or contract, will receive precedence over prices which are subject to adjustment.

## 21. DELETION OF ITEMS NOT TENDERED FOR

*The Tenderer must delete items for which he does not tender or, if the price had been included elsewhere in the tender.*

## 22. ALTERATIONS MADE BY THE TENDERER TO TENDER PRICES

*All alterations made by the Tenderer to his tendered price(s) prior to the submission of his tender documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the tender documents. Failure to observe this requirement may result in the particular item(s) concerned being overlooked in the matter of the award of the business.*

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**23. VALUE ADDED TAX**

- 23.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the RSA, or imported supplies held or already in transit to South Africa, the prices quoted by the Tenderer are to be exclusive of Value added tax (VAT) which must be shown separately at the standard rate on the invoice.
- 23.2 In respect of imported supplies, i.e. Goods to be imported from all sources where Transnet is responsible for the clearance of the supplies at the port of entry, Value Added Tax (VAT) will be paid by Transnet upon arrival of the Goods in the Republic of South Africa.
- 23.2.1 The invoicing by the Tenderer on behalf of his overseas principal, represents a supply made by the principal, which is not subject to VAT.
- 23.2.2 The Tenderer's invoice/s for the local portion only (i.e. the "commission" for the services rendered) must show the Value Added Tax (VAT) separately at zero percent if the services are in compliance with section 11(2) of the VAT Act. No. 89 of 1991

**24. TERMS AND CONDITIONS OF TENDER**

The Tenderer shall adhere to the standard terms and conditions of contract a set out in Form US7 (Revised February 2007), copy attached hereto.

Should the Tenderer find any conditions unacceptable, he should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be subject to and compared with acceptance of the US7 or alternatives offered by other Tenderers, except penalties for late deliveries, the exclusion of which may disqualify the tender, save where indicated otherwise by Transnet.

**25. IMPORTANT NOTICE TO TENDERERS REGARDING PAYMENT**

*25.1 Method of Tendering:*

- 25.1.1 The attention of the Tenderer is directed to clause 8 of form US7 (Revised February 2007) which sets out the conditions of payment on which tender price/s shall be based.
- 25.1.2 However, in addition to the foregoing the Tenderer is invited to submit offers based on alternative methods of payment and/or financing proposals.
- 25.1.3 The Tenderer is required to give full particulars of the terms that will be applicable to his alternative offers as the financial merits thereof will be evaluated and taken into consideration when the tender is adjudicated.
- 25.1.4 The Tenderer must, therefore, in the first instance, tender strictly in accordance with clause 25.1.1 above.
- 25.1.5 The Tenderer shall clearly indicate the terms of payment. Alternative terms of payment offered shall clearly indicate the manner in which the main offer is affected, with respect to each country of origin.
- 25.1.6 Failure to comply with clauses 25.1.4 and 25.1.5 above may preclude a tender from further consideration.

***NOTE: The successful Tenderer shall, where applicable, be required to furnish a guarantee covering any advance payments.***

*25.2 Conditional Discount:*

Tenderers offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Contractor's month end statement reflecting the relevant invoice/s for payment purposes,

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



provided the conditions of the order or contract have been fulfilled and the invoice is correct in all respects as referred to in the contract or order.

Incomplete and/or incorrect invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documents.

**26. QUANTITIES (PERIOD CONTRACTS ONLY)**

*It must be clearly understood that although Transnet does not bind itself to purchase any definite quantity/quantities under any contract which may be entered into pursuant to this tender, the successful Tenderer nevertheless undertakes to supply against the contract such quantities as may be ordered against contract orders which are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.*

*It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Tenderer with a view to meeting the requirements under any such contract.*

The estimated planned quantity/quantities likely to be ordered by Transnet per annum is/are furnished in Annexure A attached to the relevant tender. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order quantities sufficient for its operational requirements.

**26.1 DELIVERY PERIOD:**

**26.1.1 FIXED QUANTITY REQUIREMENTS**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of clause 13, 14 and 15 of form US7 (Revised February 2007).

**26.1.2 PERIOD CONTRACTS**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of clause 13, 14 and 15 of form US7 (Revised February 2007).

**26.1.3 PROGRESS REPORT**

The successful Tenderer may be required to submit periodical progress reports in regard to the delivery of the Goods

**26.1.4 EMERGENCY DEMANDS: AS AND WHEN REQUIRED**

*If, due to breakdowns, derailments, storm damage or similar unforeseen circumstances, supplies of the material covered by the tender are required at short notice for immediate delivery, the Contractor will be given first right of refusal of such business. If he is unable to meet the desired delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.*

*The "Non-Fulfilment of Contract Orders" clause will not be applicable in these circumstances.*

**26.1.5 NON-FULFILMENT OF CONTRACT ORDERS: (AS AND WHEN REQUIRED, PERIOD CONTRACTS ONLY)**

The tender is subject to conditions contained in clauses 13, 14 and 15 of form US7 (Revised February 2007).

**27. PACKING AND MARKING**

Date: \_\_\_\_\_

Initial: \_\_\_\_\_





---

27.1 TIMBER USED FOR CRATING, PACKING AND WEDGING, ETC.

*Attention is directed to the Forest Act, 1968 (Act 72 of 1968), or any amendments thereto, or regulations promulgated in terms thereof.*

27.2 PRINTING ON CONTAINERS AND PACKINGS

*Printing appearing on all containers and packing of South African manufactured Goods shall be in English.*

27.3 USE OF MOBILE CONTAINERS AND SARTAINERS

Mobile containers and sartainers are not to be used for Goods which are to be despatched "FT" (Free Traffic).

**28. PLANS, DRAWINGS, DIAGRAMS, SPECIFICATION, ETC.**

28.1 COPYRIGHT IN PLANS, DRAWINGS, DIAGRAMS AND DOCUMENTS COMPILED BY CONTRACTOR FOR PURPOSE OF CONTRACT WORK:

The successful Tenderer grants to Transnet a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, 1978,

- (a) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of Transnet, by the Tenderer in connection with the tender;
- (b) to make free and unrestricted use thereof for its own purposes;
- (c) to provide copies thereof to consultants of Transnet to be used by them for the purposes of the consultancy; and
- (d) to provide other parties with copies thereof for the purpose of tenders invited by it.

The Tenderer, furthermore if any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of Transnet a similar non-exclusive licence for the purposes set out herein.

The provisions of this clause 28.1 shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself. No separate or extra payment shall be due by Transnet in respect of any non-exclusive licence granted in terms of this clause.

28.2 DRAWINGS AND SPECIFICATIONS

In addition to what may be stated in any tender form in this connection, the Tenderer should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the tender form he is required to tender for Goods strictly in accordance with the drawings and specifications supplied by Transnet notwithstanding that he may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

28.3 TENDERER'S DRAWINGS

Drawings required to be submitted by the Tenderer must be furnished before the closing time and date of the tender. The non-receipt of such drawings by the appointed time may disqualify the tender

28.4 FOREIGN SPECIFICATIONS

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

The Tenderer quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the tender. In the event of any departures or variations between the foreign specification(s) quoted in the tender form, full details regarding such departures or variations must be furnished by the Tenderer in a covering letter attached to the tender. If this condition is not complied with by the Tenderer, the tender may be disregarded.

#### 28.5 USE OF SI ("Systeme International") UNITS

*The Tenderer must ensure that all capacities, physical dimensions and sizes of material and fasteners are in units complying with the SI unless otherwise specifically called for by Transnet.*

### 29. VISITS TO FOREIGN COUNTRIES

- 29.1 Tenderers must furnish details in a covering letter if it is considered necessary that employees of Transnet should carry out inspection and/or witness any tests at the premises of the successful Tenderer or his subcontractors in the country of origin for the purpose of product demonstration and/or final acceptance or for any other reason.
- 29.2 If the Tenderer considers overseas visits to be necessary he must provide the following information in a covering letter in respect of each visit:
- 29.2.1 Countries and places to be visited.
  - 29.2.2 Number of employees and disciplines involved.
  - 29.2.3 Number of man days involved.
  - 29.2.4 Motivation for visit.
- 29.3 Transnet will make all arrangements in regard to booking of air journeys, hotel reservations, transport to and from airports, hotels, places of inspection, etc. and all expenses will be for the account of Transnet.
- 29.4 Before a visit is undertaken, such as envisage in this clause 29, Transnet and the successful Tenderer will agree in writing on the number of employees of Transnet that should undertake the visit and the number of man days involved in the visit.

### 30. TENDERS BY FOREIGN TENDERERS OR ON THEIR BEHALF

- 30.1 Tenders submitted by foreign Principals may be forwarded direct by the Principals to the Chairman of the Tender Board or to a designated official of Transnet according to whichever officer is specified in the tender documents, or may be so forwarded on the Principal's behalf by their South African representatives and/or agents provided that written proof is submitted that such representative/agent has been duly authorised to act in that capacity by the Principal. Failure to submit such authorisation by the representative/agent shall disqualify the Tender.
- 30.2 When legally authorised to prepare and submit tenders on behalf of their Principals not domiciled in the Republic of South Africa, representatives and / or agents must compile the tenders in the names of such Principals and sign them on behalf of the latter.
- 30.3 South African representatives and / or agents of successful foreign Tenderers must when so required enter into formal memoranda of agreement in the name of their Principals and must sign such agreements on behalf of the latter. In every such case a Legal Power of Attorney from their Principals must be furnished to Transnet by South African representative and/or agents authorising them to enter into and sign such agreements.

Such Powers of Attorney must comply with Government Notice No. 1160 of 27 June 1930 (and any amendments thereto) - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic.

The Powers of Attorney must be signed by Principals under the same title as used in the tender documents.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_





On arrival within the Republic of South Africa these Powers of Attorney are to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.

If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of contracts with Transnet, a notarially certified copy thereof should be furnished.

The Power of Attorney must authorise the South African representative or agent to choose *domicilium citandi et executandi* as provided for in Clause 8 of the General Conditions of Transnet Tenders, Contracts and Orders Form US7 (Revised February 2007).

- 30.4 If payment is to be made in South Africa, the Contractor (i.e. the Principals, or the South African agents or representatives), must notify Transnet in writing whether :
- 30.4.1 Cheques are to be drawn for payment to the credit of the Contractor's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- 30.4.2 Cheques are to be made out in favour of the Contractors and forwarded to their South African agent or representative, in which case such agent or representative, must be duly authorised to sign the receipt on the cheque and discharge it on behalf of his Principals.
- 30.5 The attention of the Tenderer is invited to Clause 15 regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

### 31. PREPRODUCTION SAMPLES

Should it be necessary to submit a pre-production sample for approval by Transnet prior to the commencement of delivery of the Goods against any resulting contract, Tenderers are to note that for the purpose of calculating penalties for late delivery (if applicable) in terms of Clause 30 of form US7 (Revised October 2005) the actual contractual delivery date will be considered to be;

- 31.1 the period offered by the successful Tenderer to submit the pre-production sample calculated as from the seventh day after the date of the letter of acceptance;
- PLUS
- 31.2 the period required by Transnet to approve the pre-production sample calculated as from the date of receipt thereof;
- PLUS
- 31.3 the period offered to effect delivery of the Goods calculated as from the date of approval of the pre-production sample by Transnet.

Tenderers will not be held responsible for late delivery of the Goods resulting from delays on the part of Transnet to approve the pre-production sample.

### 32. RAILAGE FREIGHT AND OTHER CHARGES

- 32.1 The Tenderer must indicate whether the quoted price includes rates for inter alia the following:
- transport to port of export;
  - forwarding charges
  - ocean freight
  - marine insurance;
  - landing charges;
  - dock dues;
  - surcharges;
  - railage, where possible, otherwise road transportation from port of discharge,

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



---

which rates are based on estimated weights and dimensions calculated by the Contractor. In the event of such estimations being exceeded by the actual weights and dimensions, Transnet shall not be liable to pay the Contractor the associated increased costs.

- 32.2 The Tenderer shall indicate whether the Contract Price is exclusive of customs, import and excise duties, surcharges and VAT.

oooo000oooo

**PRIEVIEW COPY ONLY**

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**RFP NUMBER**

**103072851**

**DESCRIPTION**

**PROVISION OF CHANGE MANAGEMENT/ EMPLOYEE BASED APPROACH TO WORKPLACE SAFETY WITH THE OBJECTIVE OF REDUCING THE INJURY AND FATALITY RATE IN TFR OPERATIONS & INCLUDING A CHANGE ROADMAP AND SKILLS TRANSFER.**

**ISSUE DATE: 2009-01-29**

**CLOSING DATE: 2009-02-24**

**OPTION DATE: 2009-06-23**

**INFORMATION SESSION: 2009-02-06**

**Venue: Khoroni Boardroom, 1<sup>st</sup> FLOOR**

**Inyanda House**

**21 Wellington Street**

**Parktown, JHB**

**Date: 2009-02-06**

**Time: 10.00**

**PART 1**

**TERMS OF TENDER**

• **CONTACT DETAILS**

- 1.1 This tender form was issued on the 29<sup>th</sup> January 2009, by the office of Supply Chain Services, Services Department, Transnet Freight Rail, 33<sup>rd</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg, Telephone - for Commercial enquiries contact Ms Tarryn Foster at (011) 308 1957. For Technical enquiries contact Ms Nolwazi Ngobeni tel: 011 544 9662 & Ms Clara Kholoane where any additional information may be obtained.

**2 COMPLETION OF TENDER**

- 2.1 Transnet Freight Rail will not be liable for any costs incurred in the preparation of the tenderers tender.
- 2.2 All copies of the tender must be initialled on each page and signed by the duly authorised representative of the tenderer.

**3 SUBMISSION OF TENDER**

- 3.1 Late proposals will not be considered and tenders delivered to any address or deposited in any box other than that stipulated herein will be regarded as late tenders and will consequently be returned to tenderers.
- 3.2 **Tenders (In triplicate) must be enclosed** in sealed envelopes, which are to be endorsed as shown below.

RFP NO.: 103072851 DESCRIPTION: REQUEST FOR PROPOSAL FOR CHANGE MANGEMENT TO REDUCE FATALITIES WITHIN TFR CLOSING DATE: 24 February 2009
--

- 3.3 Tenders must reach The Chairman, Transnet Freight Rail Acquisition Council before the closing time. An envelope must NOT contain documents relating to any tender other than that shown on the envelope.
- 3.4 If posted, the envelope must be addressed to The Chairperson, Transnet Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg, 2000 and must be dispatched in time for sorting by the Post Office into P O Box 4244, before the closing time. If a tender is received late, the Tenderers franking machine impression will not be accepted as proof that the tender was posted in time.
- 3.5 If delivered by hand, the envelope must be addressed to, The Chairperson, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House, 21 Wellington Road, Parktown Johannesburg 2001.
- 3.6 and handed in at that address before the closing time.
- 3.7 No e-mail or facsimile tenders will be considered.
- 3.8 Tender no.1030 72851 closes punctually at 10h00 on Tuesday 24 February 2009.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

#### **4 VALIDITY PERIOD**

- 4.1 Transnet Freight Rail desires a validity period up to 23 June 2009 against this tender. It should be noted that Tenderers may offer an earlier validity period, but that their tenders may, in that event, be disregarded for this reason. Validity period:
- 

#### **5 NEGOTIATION**

- 5.1 Transnet reserves the right to negotiate prices and commercial aspects after the closing date of the tender.

#### **6 ACTS TO COMPLIED WITH BY THE TENDERER**

For the services to be provided as set out in PART 3, the Tenderer must observe and ensure compliance with all requirements and obligations as set out in the Labour Legislation of South Africa, *inter alia*, the following:

- 6.1 Skills Development Act, 97 of 1998 (“SDA”);  
6.2 Employment Equity Act, 55 of 1998 (“EEA”);  
6.3 Basic Conditions of Employment Act, 75 of 1997 (“BCEA”);  
6.4 Labour Relations Act, 1995 (“LRA”);  
6.5 Occupational Health and Safety Act, 85 of 1993 (“OHS Act”); and  
6.6 Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (“COIDA”).

The tenderer must comply with all labor acts, especially Basic Conditions of Employment Act, 1997 (no working of double shifts etc.).

#### **7 AWARDING OF TENDER**

- 7.1 Transnet reserves the right to accept a complete tender even if it is not the lowest.  
7.2 The acceptance of the tender will be made without obligation to acquire any of the services included in the tender, or to select any part of the Tenderers tender, or to discuss the reasons why a tender was accepted or rejected.  
7.3 Incomplete tender documents may result in the Tenderers offer being overlooked.  
7.4 Tenderers attention is also directed to form US7 (revised October 2007) General Conditions of SCS Tenders, Contracts and Orders.  
7.5 Tenderers must familiarize themselves with the contents of THE TENDER PROCEDURES form CSS No.5 (revised February 2007) to ensure that tender documents are completed in all respects.

- 7.6 Transnet Ltd. has the right to award any or the full part of the business pertaining to this tender to any tenderer for whatever reason Transnet Ltd. seems deem to be fit.
- 

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

## 8 BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past.

Transnet will therefore prefer to do business with local business enterprises who share these same values. To this end, Transnet will seriously reconsider continued business relationships with such local business enterprises that do not possess a BBBEE "recognition level" of **at least a level 5**.

When Transnet invites prospective suppliers to tender for its goods and services it consequently urges Respondents (large enterprises and QSE's- see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – "List of Full Members" as displayed on the ABVA website ([www.abva.co.za](http://www.abva.co.za))**.

**Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of respondents who have been verified by any of the listed agencies.**

**Enterprises will be rated by such agency based on the following:**

### **Large Enterprises (i.e. annual turnover >R35million):**

- Rating level based on all seven elements of the BBBEE scorecard.
- Large Enterprises must attach their BBBEE certificate and detailed scorecard from an accreditation agency (registered as a "Full Member" with ABVA).

### **Qualifying Small Enterprises – QSE (i.e annual turnover >R5million but <R35million):**

- Rating based on any four of the elements of the BBBEE scorecard.
- QSE's must attach their BBBEE certificate and detailed scorecard from an accreditation agency (registered as a "Full Member" with ABVA).

### **NB:**

### **Emerging Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated/verified):**

- Automatic rating of Level 4 BBBEE **irrespective of race of ownership**, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's must confirm their annual turnover and black ownership by providing sufficient evidence from their Auditor, Accounting Officer or Verification Agency

In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage, of the total contract value that will 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 tender response to enable Transnet to evaluate / adjudicate all tenders received on a fair basis.

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, **Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference system will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.**

Each respondents is required to furnish proof of the above to Transnet. Failure to do so will result in a score of zero being allocated for BBBEE

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**9 BREACH OF CONTRACT**

The successful tenderers contract will be terminated by giving 30 days notice should the services be found to be in error of the conditions/specifications or not performing their duties to satisfaction.

**10 INDEMNITY CLAUSE**

Transnet will not be held responsible for any injuries incurred by the Tenderer while rendering the service.

**11 DAMAGE TO TRANSNET LIMITED PROPERTY:**

The successful tenderer 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 tenderer 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 caused by or arise out of the removal and disposal of the hazardous waste.

**12 SUPPLIER / SERVICE PROVIDER**

The Tenderer must state hereunder the name and address of the Company / Contractor that will be rendering the said service.

NAME OF COMPANY

ADDRESS (PHYSICAL)

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

**13 COMMENCEMENT PERIOD**

Tenderers are to advise hereunder when they can commence with the contract after notification of award of business.

.....(Days/Weeks/Months)

**14 PENALTY CLAUSE**

The Client shall be entitled to levy a penalty of 0.5% on the total value of each invoice submitted for payment for its failure to complete the Project deliverables on time as per agreed delivery schedule, provided that the cumulative monetary value of all the amounts levied as penalty in terms hereof shall not exceed an amount representing 3% of the total contract value.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**15 TENDERER'S UNDERTAKING**

I/We.....

of .....

offer to undertake ..... in accordance with the schedule of requirements and any specification(s) annexed hereto or mentioned herein, at the price(s) quoted and in accordance with the delivery conditions and other terms set out herein.

- 15.1 agree to be bound by those conditions in Transnet's Limited
  - 15.1.1 general conditions of Supply Chain Services tenders, contracts and orders, form No. US7 (revised October 2007)
  - 15.1.2 tender procedures, form CSS No. 5 (revised February 2007)
  - 15.1.3 any other standard or special conditions mentioned and / or embodied in the tender form and
- 15.2 agree that this tender (read with any accompanying correspondence) constitutes an offer of such nature that only acceptance thereof by Transnet Limited in writing (including by fax) will bring into existence a contract or order, the terms of which are as set out in this tender, such accompanying correspondence, the annexure's hereto, the general conditions of Supply Chain Services tenders, contracts and orders, form No. US7 (revised February 2007) and any other conditions mentioned or embodied in this tender form, relating to contracts and Contractors.
- 15.3 agree that if after notification of acceptance of this tender, I/We fail to enter into a contract when requested to do so, within the period stipulated in the conditions of this tender or within such extended period as Transnet Limited may allow, I/We will be held liable for any additional expense which Transnet Limited may incur in having to call for tenders afresh and/or accepting any less favorable tender to complete the whole or remaining portion of the contract.

**16 TAX CLEARANCE CERTIFICATE**

Tenderers are requested to forward a copy of their Company's Tax Clearance Certificate with their tender. Failure to provide the current tax clearance certificate will render the tender non responsive and as such disqualify your tender submission.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_





---

## 20 ADDITIONAL INFORMATION

Tenderers requiring additional information pertaining may approach the following contact person/s, Ms Nolwazi Ngobeni and Ms Clara Kholoane at tel: 011 544 9662

## 21 PRESENTATIONS

Tenderers may be required to do a presentation on their ability and capability to conduct such services accordingly, as called for from time to time. The presentation is for the allowance to detail any misconceptions with regards to the services to be supplied. The notice period to do presentations will be conveyed in time.

## 22 TRANSFER OF SKILLS

The Service Provider/s may during the duration of the contract expose designated employees of Freight Rail to in order to transfer such skills to the said employees of Freight Rail. Please indicate whether your company has any objection to the above mentioned:

Yes : \_\_\_\_\_

No : \_\_\_\_\_

## 23 CONTRACT PERIOD

Although the contract period is deemed to be for a two-year period will be required at the specific time, Transnet Ltd. shall have the right to terminate any resulting contract at any time due to operational changes within Transnet Ltd. or non-performance on the part of the contractor. The notice period will be informed at the appropriate time.

## 24 CONFIDENTIALITY

All information related to this tender document and it's contents, both during and after completion, will be treated with the strictest confidence. Should the need however arise to divulge any information gleaned from the project which is either directly or indirectly related to Transnet Ltd. / Freight Rail, written approval to divulge such information will have to be obtained from Transnet Ltd./ Freight Rail.

## 25 DESTINATIONS / SITES

The services to be supplied will be required to be delivered at the specific site/ address as will be communicated to the successful bidder.

## 26 COMPULSORY DOCUMENTS

The following documents are compulsory, they must be attached to the tender document if not your tender will not be considered.

Certificate of attendance at clarification meeting  
Certified copies of ID documents of all Shareholders & Directors  
Original and valid Tax Clearance certificate  
Certified copy of Company Registration document  
All specifications issued with the tender  
Copies of the US7 and CSS5 documents that accompanied the tender  
Original BBBEE rating certificate with detailed scorecard  
Fully completed SDF together with all listed supporting documentation

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**FRAUD HOTLINE**

**Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are: -**

**Hotline telephone: 0800 003 056**

**Email: [transnet@tip-offs.com](mailto:transnet@tip-offs.com)**

**Fax: 0800 007 788**

**All information received will be treated with the utmost confidentiality**

**PREVIEW COPY ONLY**

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

---

**PART 2**

**NB.** Tenderers are to be advised that adjudication criteria will be utilised to evaluate all Prospective bidders on their proposals etc. but will not be limited to the criteria.

**CRITERIA:**

**Technical:**

- Change management experience
- Previous similar intervention in an industry equal to TFR
- Skills Transfer methodology
- Project Management

**Commercial offer**

- Total Pricing of the project
- Financial strength
- Compliance to tender terms and conditions

**BBBEE**

- Broad Based Economic Empowerment

**PREVIEW COPY ONLY**

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

# **1. SCOPE OF WORK**

## TERMS OF REFERENCE / SPECIAL CONDITIONS

TENDER TO PROVIDE CHANGE MANAGEMENT/ EMPLOYEE BASED APPROACH TO SAFETY IN THE TFR OPERATIONS.

### **1. Purpose**

This document sets out the scope of work required to provide change management approach and roadmap for financial year 09/10. It also sets out the evaluation framework for the selection of the service providers that would conduct the work.

### **2. Background**

Transnet Freight Rail, a Division of Transnet, is the main operator of rail freight service in South Africa. Its rail network comprises approximately 20 000 km of lines varying from high density through to low density. Freight Rail employs 25 724 employees countrywide, of this approximately 17000 work in Operations.

The outcome of the change management intervention should include a plan that will result in zero fatalities by 2011 and a uniform safety culture in all our operations.

The work is expected to be completed within a year of the award of this contract.

### **3. Objective of the Tender**

The objective of the tender is to appoint suitable consultants with a comprehensive range of change management experience applied either in the railway industry or in similar environment such as mining. The outcome expected is to obtain:

- A change management plan and/ or Behavioural Based Safety approach that will reduce amongst other things the Injury and fatality rate, incidents and Signals passed at danger (SPAD's) in our operations thereby improve efficiencies while reducing costs;
- A change approach and Roadplan to zero fatalities by 2011;
- An approach to a consistent safety culture in all our depots, yards and regions;
- Employee involvement programme aimed at obtaining a broad based view of opportunities to improve safety performance
- Skills transfer to our in-house change management department

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

#### **4. Scope of the Tender**

The scope of the tender shall include the following:

1. Change Management Strategy to cover among other things:
  - a. Movement (Train Crew personnel and operations)
  - b. Yards (Shunting directed interventions)
2. Change Management Strategy/ Roadplan to Zero fatalities by 2011
3. Leadership and Stakeholder Management
4. Readiness and Impact assessments
5. Behavioural Based Safety Approach/ Safety Culture Approach
6. Sustaining benefits derived from the 5S's Programme

#### **5. Exclusions**

- Training
- Executive Coaching unless it is Safety specific and not leadership development
- Incident investigation
- Compliance matters (Policies, Rules, Standards and Procedures)
- Risk Management
- Employee Assistance Programme
- Safety Systems and Structures

#### **6. Information to be provided by Transnet Freight Rail**

Transnet Freight Rail will provide the following information to the successful bidder/s.

- Network diagrams reflecting traffic densities, permissible axle loadings, extent of electrification and voltage and train authorisation systems and type. Where possible the age of the asset or last major upgrade will be provided.
- Access to raw data from the measuring test coaches
- Age of the asset
- Major control centres and signal cabins.
- Maintenance schedules and practises relevant to the scope of work will be available on request and where practicable. Interviews may be necessary and easier in certain cases.
- Historical, current and forward looking traffic data.

#### **7. Information required / Compulsory submission documents**

Proposals must be accompanied by the following:

- A description of the general background of the bidding company, individuals and of any company or individual(s) in joint venture or to be subcontracted to provide key expertise
- Summary financial statements of the principal partners and subcontractors for the last 3 years
- A copy of the bidding company's BBBEE scorecard and accreditation certificate.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



- Descriptions of similar, recent work conducted for other clients, with named references that can be contacted within the client organisations
- Methodologies, approaches and procedures for conduct of the scope of work, including the assignment and supervision of suitably qualified staff and quality control
- Description of the project team structure, including named staff with accompanying CV's that will be assigned to conduct the tasks, including those of partners and subcontractors
- A project plan to conduct the scope of work, with each task having an associated resource and time estimate
- An estimated total time to conduct the scope of work for each tender item

Please indicate with a Yes or No in the Compliance column in the following tables:

DESCRIPTION	COMPLY Yes/No	NOTE
1. Provided a background description of all companies associated with the bid		
2. Provided summary financial statements for previous 3 years		
3. Provided a summary report of HDI and women's equity involvement		
4. Provided description of recent similar work with contactable references		
5. Provided a description of methodologies, approaches and procedures to be applied to the work		
6. Provided a project structure with named personnel and CV's		
7. Provided a schedule of rates per kilometre		
8. Provided a project plan with task breakdown of resources		
9. Personnel can only be substituted with permission of the Transnet Freight Rail		
10. Tasks can be added or removed by the Transnet Freight Rail, and the bidder will provide resource and cost estimates for new tasks		
11. A final, fixed cost for the [altered] scope of work will be negotiated with the winning bidder on the basis of the proposal		

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**8. General Conditions**

Please indicate with a Yes or No in the Compliance column in the following table:

DESCRIPTION	COMPLY Yes/No	NOTE
1 Comply with specification and scope of work		
2 All deviation from compliance specified		
3 Tender is valid for 4 months		
4 The successful bidder will commence work within 1 week of award		
5 The winning bidder will conduct the work according to accepted professional standards and methods, and ensure the professional conduct of personnel, including those from partners or subcontractors.		
6 Tender complies with the Transnet Supply Chain Procurement conditions (documents US7 ~ Standard Terms and Conditions of Contract & CSS5 ~ General Tender Conditions attached). Standard terms and conditions of contract take precedence over conditions stated or implied in this document. Transnet reserves the right to terminate the contract in terms of Standard Terms and Conditions of Contract if the winning bidder does not perform according to the specifications in this tender.		
7 The tender is for all the scope of work		
8 The tenders submitted in <b>Triplicate</b>		
9 All prices are quoted in South African Rand and excluding VAT		
10 Amendments to the tender documents will be made at the bidders' cost where required by the Transnet's quality assurance processes		
11 Transnet reserves the right not to		

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



award this contract to any bidder		
12 Ownership of all original information rests with the entities from which it is derived, and all documents, their contents and information produced in the course of the work are the property of Transnet. The work is of a sensitive nature and the strictest confidentiality is required of the supplier. The supplier will enforce such confidentiality on all its personnel involved with the project and ensure the destruction of any information held or transmitted by them to 3rd parties, irrespective of how stored, where held and by whom, on completion of the project.		

**9. Award Procedure**

The bids will be evaluated as an entire package, with attention paid to the competence of the bidder in all the necessary specialist and functional areas. The BBBEE compliance will be weighted according to the 90/10 Preference Point System.

The winning bidder/s will be selected and the scope of work will be finalised in discussions. Prices will then be subject to final negotiations and a contract may be awarded on this basis.

**10. Management of the Contract**

The work will be conducted in the following manner to ensure proper management by Transnet Freight Rail:

DESCRIPTION	COMPLY Yes/No	NOTE
1 The project team will report to an assigned Transnet Freight Rail project leader		
2 The work will be conducted according to the agreed project specification and plan		
3 The scope of work will be completed within the time and for the fixed cost agreed to in the review of the final scope of work after selection of the successful bidder/s.		
4 Project review meetings will occur fortnightly and more often if required		
5 Any deviation will be agreed in writing by the service provider and Transnet Freight Rail project leader		

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



6	Transnet Freight Rail or the service provider may propose a deviation		
7	After one month's work, an interim report will be issued for approval by the project leader		
8	A final report will be submitted before the end of the second month		
9	Payment terms will be finalised and agreed upon during negotiations		
10	The supplier may invoice as soon as payment is due, and will be paid within 30 days of receipt of a valid invoice		
11	The supplier understands that time is of the essence in the successful completion of the work		

**11. Termination of the Contract**

DESCRIPTION	COMPLY Yes/No	NOTE
1 Transnet Freight Rail may summarily terminate the contract on misconduct, failure to perform or incompetence of the supplier, giving reasons, and paying for work conducted up to the point of termination.		
2 Transnet Freight Rail will inform the supplier of any concern with the execution of the project in writing, giving the supplier a fixed time to respond and repair the defect.		

**12. Award of the Business**

The award of this tender is subject to the approval of the Transnet Freight Rail Acquisition Council and Transnet, therefore reserves the right to:

1. Not to award the entire tender
2. To split the award amongst more than one tenderer
3. To award the entire business to one tenderer
4. A partial award of the business in either form as detailed in the points 2 and 3 above

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

Hereunder, indicate your acknowledgement and acceptance of the condition/s of award as listed in point 13 above:

Award Conditions accepted : \_\_\_\_\_ (Yes / No)

### 15. Payment

Payment terms and conditions will be finalised during negotiations, prior to the award of any contract/s. It is to be noted that Transnet is not in favour of pre-payments and bidders are not to quote on that basis. Milestone payments are permitted and bidders may submit a schedule of proposed milestones against which payments are requested. Milestones are to be coupled to deliverables or such will not be considered.

### 16. Returnable / Submission Documentation

The following documents MUST accompany the tender submission and any other documents required as detailed in the tender document and accompanying documents.

Financial statements (as per 7.2 above and SDF)  
BBBEE certificate and scorecard  
All items listed in point 7 above

**This document, compliance duly completed (TERMS OF REFERENCE / SPECIAL CONDITIONS)**

Supplier Declaration Form (SDF) and supporting documentation as detailed

### 17. Compliance Tables

The tables of compliance above must be completed and where deviations / notes are submitted, a suitably referenced document may be included in your tender, explaining the nature of any deviations / non-compliance/s.

### 18. Disqualification Criteria

Tenders will be subject to disqualification for any of the reasons listed below.  
Failure to submit any returnable document  
Failure to submit fully completed documentation (as requested)  
Late bids (bids received after the closing date and time of the tender)  
Failure to provide the requested schedules, plans, methodologies requested in this document

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



## Pricing

Bidders are expected to provide a breakdown pricing in terms of all the milestones that will be covered in their proposal.

PRIEVIEW COPY ONLY

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS**

**CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees
  - 6.4 The site access control measures pertaining to health and safety to be implemented.
  - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 21) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**PART 6**

**INFORMATION SESSION:**

An information session will be held at the following venue:

Time : 10H00  
Date : 2009-02-06  
Venue : Khoroni Boardroom, 1<sup>st</sup> Floor  
Inyanda House  
21 Wellington Street, Parktown  
Town/City : Johannesburg

**1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....  
TRANSNET'S REPRESENTATIVE  
REPRESENTATIVE

.....  
TENDERER'S

DATE : .....

PREVIEW COPY ONLY

Date: \_\_\_\_\_

Initial: \_\_\_\_\_







**PART 8**

**SUPPLIER DECLARATION FORM (SDF)**

**Important:** Please note that it is mandatory to complete this form. Failure to do so may result in disqualification in certain instances. Do not leave sections blank – please indicate if not applicable to your Company, or if info is not readily available. If space is inadequate, please supplement and cross-reference by means of annexure/s.

1. Section 1

**1.1 COMPANY INFORMATION**

Name of company			
Company registration number			
Nature of core business			
Type of company			
VAT registration number			
Income Tax registration number			
Tax clearance certificate (the latest, please attach)		YES	NO
Tax Clearance certificate Expiry Date			
Physical address	Street		
	City		
	City postal code		
Postal address	PO Box / P Bag		
	Postal area		
	Postal City		
	Box postal code		
Telephone no. (e.g. 0113081693)			
Fax number (e.g. 0113071789)			
e-mail address			
Web address			
Contact person			
Contact person – cell number			
Contact person -Telephone no. (e.g. 0113081693)			

**1.2 BANKING DETAILS**

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



*Supply an original cancelled cheque or an original letter from the bank verifying banking details (containing an official bank stamp)*

<b>Payment (EFT)</b>	<b>EFT PAYMENTS ONLY</b>
Bank name	
Bank account holder	
Bank account number	
Branch name	
Branch code	
Country code (South Africa – ZA)	

**PREVIEW COPY ONLY**

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

Section 2

**2.1 BBBEE INFORMATION**

<b>2.1.1</b>	<b>Has your Company been measured/assessed for its BBBEE compliance/status?</b>		
	<b>YES</b>		<b>NO</b>

<b>2.1.2</b>	<b>If YES by whom was it done?</b>		
	Rating Agency		
	Self Assessment		
	Consultant		
	Auditor		
	Other		

<b>2.1.3</b>	<b>% Of BEE Ownership</b>	<b>% Of Black Women Ownership</b>	<b>% Of Disabled Ownership</b>
	A – 91-100%	A – 91-100%	A – 91-100%
	B – 81-90%	B – 81-90%	B – 81-90%
	C – 71-80%	C – 71-80%	C – 71-80%
	D – 61-70%	D – 61-70%	D – 61-70%
	E – 51-60%	E – 51-60%	E – 51-60%
	F – 41-50%	F – 41-50%	F – 41-50%
	G – 31-40%	G – 31-40%	G – 31-40%
	H – 21-30%	H – 21-30%	H – 21-30%
	I – 1-10%	I – 1-10%	I – 1-10%
	K – 0%	K – 0%	K – 0%
	P – Parastatals		
	Z – Internal Vendors		

<b>2.1.4</b>	<b>EME (T/O of &lt;R5M)</b>	<b>QSE (T/O of &gt; R5M but &lt;R35M)</b>	<b>Large Enterprise (T/O of &gt;R35M)</b>
	Yes	Yes	Yes
	No	No	No

<b>2.1.5</b>	<b>Majority Race Ownership</b>						
	B – Black	W – White	C – Coloured	A – Indian			

<b>2.1.6</b>	<b>BBBEE Contribution Level</b>	<b>BBBEE Score</b>	<b>BBBEE Recognition level</b>	<b>Mark with "X"</b>
	1 – Level 1 Contribution	>100	135 % (e.g. R1 = R1.35)	
	2 – Level 2 Contribution	85 – 100	125 %	
	3 – Level 3 Contribution	75 – 85	110 %	
	4 – Level 4 Contribution	65 – 75	100 % (e.g. R1 = R1.00)	
	5 – Level 5 Contribution	55 – 65	80 %	
	6 – Level 6 Contribution	45 – 55	60 %	
	7 – Level 7 Contribution	40 – 45	50 %	
	8 – Level 8 Contribution	30 – 40	10 %	
	9 – Level 9 Contribution	<30	0 % (e.g. R1 = R0.00)	
	E – Exempt			
	BBBEE Validity Expiry			

In terms of the above; kindly attach the BBBEE certificate and the detailed scorecard.  
 NB. If the BBBEE certificate and detailed scorecard from a full member of the Association of BEE Verification Agency (ABVA) is not provided, your company will be classified as a Level 9 (non compliant) BBBEE company.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**Legend:** EME – Exempted Micro Enterprise ; QSE - Qualifying Small Enterprises; T/O – Turn Over; BBBEE – Broad Base Black Economic Empowerment; BWBE – Black Women Business Enterprise; DPBE – Disabled Persons Business Enterprise; MR– Majority Race;

**2.2 VENDOR TYPE OF BUSINESS**

(Please tick as applicable)

(\* - Minimum requirements)

2.2.1 Type of Firm: *	
Partnership	Sole Trader
Close Corporation	Company (Pty) Ltd
Other (specify)	

**2.2.2 Indicate the business sector in which your company is involved/operating: \***

Agriculture	Mining and Quarrying
Manufacturing	Construction
Electricity, Gas and Water	Finance and Business Services
Retail, Motor Trade and Repair Services	Wholesale Trade, Commercial Agents and Allied Services
Catering, accommodation and Other Trade	Transport, Storage and Communications
Community, Social and Personal Services	Other (Specify)
Principal Business Activity *	
Types of Services Provided	
Since when has the firm been in business?	

**2.2.3 Credit Controller's Details**

Credit Controller's Name
Credit Controller's Contact Number

**2.2.4 How would you prefer to receive Remittance advices?**

Fax	Email	Post
-----	-------	------

**2.2.5 What is your company's annual turnover (excluding VAT)? \***

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

**2.2.6 Where are your operating/distribution centres situated \***


Date: \_\_\_\_\_

Initial: \_\_\_\_\_

2. Section 3

**3.1 VENDOR OWNERSHIP DETAIL**

Page 3 of 6

(Please tick as applicable) (\* - Minimum requirements)

<b>3.1.1</b>	<b>Did the firm previously operate under another name? *</b>
YES	NO

<b>3.1.2</b>	<b>If Yes state its previous name:*</b>
Registered Name	
Trading Name	

<b>3.1.3</b>	<b>Who were its previous owners / partners / directors?*</b>
SURNAME & INITIALS	ID NUMBERS

<b>3.1.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS-ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.1.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the fi</b>					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS-ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.1.6</b>	<b>List details of firms personnel who have an ownership interest in another</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**3.2 VENDOR OWNERSHIP DETAIL**

(Please tick as applicable) (\* - Minimum requirements)

<b>3.2.1</b>	How many personnel does the firm employ? *					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Permanent</b>						
<b>Part Time</b>						

<b>3.2.2</b>	In terms of above kindly provide numbers on women and disabled personnel? *					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Women</b>						
<b>Disabled</b>						

<b>3.2.3</b>	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *			
	<b>SURNAME</b>	<b>INITIALS</b>	<b>DESIGNATION</b>	<b>TELEPHONE NO.</b>

<b>3.2.4</b>	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?		
<b>YES</b>		<b>NO</b>	

<b>3.2.5</b>	Is your company a recipient of Enterprise Development Contributions?*		
<b>YES</b>		<b>NO</b>	

<b>3.2.6</b>	May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *		
<b>YES</b>		<b>NO</b>	

<b>3.2.7</b>	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
<b>YES</b>		<b>NO</b>	

<b>3.2.8</b>	If yes (above) kindly provide the following information:					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Permanent</b>						
<b>Part Time</b>						

<b>3.2.9</b>	In terms of above kindly provide numbers on woman and disabled personnel:					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Women</b>						
<b>Disabled</b>						

<b>3.2.10</b>	Are any of your members/shareholders/directors ex employees of Transnet?		
<b>YES</b>		<b>NO</b>	

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**3.3 REQUIRED VENDOR FORMS**

KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -		YES	NO
*	Cancelled Cheque <b>or</b> an original letter from the bank verifying banking details ( <b>containing an official bank stamp</b> )		
*	Certified Copy of Identity Documents of Members / Shareholders / Directors (where applicable)		
*	Certified Copy of Share Certificates / CK1 & CK2		
*	Certified Copy of Certificate of Incorporation and CM29/ CM9 (Name Changes)		
*	Certified Copy of SARS VAT Registration Certificate		
*	A Current and Original Tax clearance certificate from the South African Revenue Services must be attached		
	Certified Copy of Equity Plan / Training Plan		
	Memorandum of Agreements / Member / Partnership Agreements (where applicable)		
*	Certified Copy of Financial Statements (For the past three years) including Balance Sheets		
*	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy		
*	Certifications e.g. CIDB (Construction), BBBEE (From an Accredited Rating Agency)		
*	Application must be signed by a Commissioner Of Oaths		
	Other Relevant Documentation		

I / we hereby guarantee that the above information given by me/us to you in respect of the details of my/our bank account are correct and I / we hereby indemnify Transnet from any loss and / or damages howsoever caused that I / we or any other party may suffer as a result of the said information being incorrect.

Changes to our bank account will be given to Transnet in writing, together with a confirmation letter from our bankers.

I, the undersigned warrant that I am duly authorised to complete and sign these documents on behalf of the firm/ organisation and that the information furnished is true and correct.

I further warrant that the members / shareholders are not nominee members / shareholders and the stated members / shareholders are the beneficial members / shareholders.

I also agree that, in the event of false, incorrect or misleading information being provided in this declaration, Transnet shall have the right to: -

- o Repudiate any contract that may have been awarded; and / or
- o Recover any losses or damages sustained by Transnet as a result of the award of any contract; and / or
- o Restrict the tenderer from further business with Transnet for a period between one year to five years depending on Transnet's view on the seriousness of the misconduct and the degree of prejudice suffered by Transnet.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF FIRM / ORGANISATION

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

COMMISSIONER OF OATH:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**GENERAL TENDER CONDITIONS**  
**FORM CSS5 (REVISED FEBRUARY 2007)**

<b>INDEX</b>		
<b>SUBJECT</b>	<b>CLAUSE NUMBER</b>	<b>PAGE NUMBER(S)</b>
GENERAL	1	2
LODGING OF TENDERS	2	2
USE OF TENDER FORMS	3	2
THE RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS, TENDER FORMS AND SAMPLES	4	2
DEFAULTS BY TENDERERS	5	2
CURRENCY	6	4
<u>EXCHANGE AND REMITTANCE</u>	7	4
ACCEPTANCE OF TENDER/QUOTATION	8	4
LAW GOVERNING CONTRACT	9	5
IDENTIFICATION	10	5
FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL TENDERER	11	5
UNAUTHORISED COMMUNICATION ABOUT TENDERS	12	5
TENDERER'S SAMPLES	13	6
CONTRACT DOCUMENTS	14	6
SECURITIES	15	6
DELIVERY BASIS	16	7
SHIPMENT	17	7
EXPORT LICENCE	18	8
QUALITY OF MATERIAL	19	8
PRICES SUBJECT TO CONFIRMATION	20	8
DELETION OF ITEMS NOT TENDERED FOR	21	8
ALTERATIONS MADE BY THE TENDERER TO TENDER PRICES	22	9
VALUE ADDED TAX	23	9
TERMS AND CONDITIONS OF TENDER	24	9
IMPORTANT NOTICE TO TENDERERS REGARDING PAYMENT	25	9
QUANTITY/QUANTITIES : (PERIOD CONTRACTS ONLY)	26	10
PACKING AND MARKING	27	11
PLANS, DRAWINGS, DIAGRAMS, SPECIFICATION, ETC.	28	11
VISITS TO FOREIGN COUNTRIES	29	12
TENDERS BY FOREIGN TENDERERS OR ON THEIR BEHALF	30	13
PREPRODUCTION SAMPLES	31	14
RAILAGE FREIGHT AND OTHER CHARGES	32	14

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**1. GENERAL**

*All tenders and subsequent contracts and orders shall be subject to the following procedures as laid down by Transnet Limited herein after referred to as "Transnet" and are to be strictly adhered to by Tenderers (where applicable).*

**2. LODGING OF TENDER**

- 2.1 Tenders shall be lodged with Transnet not later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with tender documents.
- 2.2 Tenders shall be transmitted in a sealed envelope and placed in the Tender Box at a venue stipulated in the Request for Tender (RFT) or Request for Proposals (RFP) or Request for Quotations (RFQ), with the tender number and subject endorsed on the left hand bottom corner of the envelope. This condition shall NOT apply if tenders are submitted by means of a private computerised system.
- 2.3 Tenders may be transmitted electronically to a specified e-mail address, or by facsimile to a specified fax number, all of which will be stipulated in the RFT, RFP, or RFQ (collectively Tender Documents) whatever the case may be. Such Tenders will if delivered on or before the closing date and hour set out in Tender Documents for receiving tenders will be accepted by Transnet if the Tenderer's name, the items tendered for, the tendered price of each item (or one inclusive price where this is required) are all clearly stated, provided however that the tender is confirmed by a letter on the Tenderer's official letterhead and signed by the same person who signed the tender document on behalf of the tenderer, or the official tender form duly completed, is posted or forwarded by courier service not later than the closing date for the receipt of tenders

**3. USE OF TENDER FORMS**

Where special forms are issued by Transnet for the submission of tenders, Tenderers are required to submit their tenders in the appropriate spaces on such official forms and not on office stationery bearing their own special conditions of tender; non-compliance with this conditions may result in the rejection of a tender. Tenderers must delete items on the tender form for which they have not quoted or where the price has been provided for elsewhere in the tender documents.

**4. THE RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS, TENDER FORMS AND SAMPLES**

- 4.1 A non-refundable charge may be raised for tender forms, plans, specifications and samples depending on the nature, magnitude and value of technical information or samples supplied.
- 4.2 If, any of the drawings and specifications referred to in tender forms are the official publications of recognised standardising bodies, copies of such drawings and specifications shall be acquired by Tenderers at their own expense.

**5. DEFAULTS BY TENDERERS**

- 5.1 If the Tenderer, after he has been notified of the acceptance of his tender/quotation fails to:-
- 5.1.1 enter into a formal memorandum of agreement when called upon to do so in terms of clause 14, within such period as Transnet may specify; or
- 5.1.2 accept an order in terms of the tender/quotation; or
- 5.1.3 when called upon to do so, fails to furnish satisfactory security of the fulfilment of the contract in terms of clause 15;

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other tender/quotation or, if it is necessary to do so, call for tenders/quotations afresh, and may recover from the defaulting Tenderer any additional expense incurred by it in calling for new offers or in accepting a lower offer.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

- 5.2 If any person or enterprise or firm which has submitted a tender/quotation, concluded a contract, or in the capacity of agent or subcontractor, has been associated with such tender or contract:
- 5.2.1 Has withdrawn such tender/quotation after the advertised date and hour for the receipt of tenders; or
  - 5.2.2 has, after having been notified of the acceptance of his tender/quotation, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the tender documents; or
  - 5.2.3 *has carried out any contract resulting from such tender/quotation in an unsatisfactory manner or has breached any condition of such contract; or*
  - 5.2.4 has offered, promised or given a bribe in relation to the obtaining or the execution of such contract, or
  - 5.2.5 has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, company or person; or
  - 5.2.5 has made any incorrect statement in the affidavit or certificate referred to in Clause 11 and is unable to prove to the satisfaction of Transnet that
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness; or
  - 5.2.6 caused Transnet damage, or to incur costs in order to meet the Contractor's requirements and which could not be recovered from the Contractor; then
- a tender from any such person or enterprise shall be disqualified and the person, enterprise or firm including any directors shall subject to clause 5.3 be disqualified from tendering for any Transnet business ..
- 5.3 Any person, or enterprise, or firm against whom a decision has been given under the provisions of clauses 5.2.2 or 5.2.4 may make representations to the Group Chief Executive of Transnet, whose decision shall be final.
- 5.4 Any disqualification imposed upon any person or enterprise, unless Transnet determines otherwise, shall apply to any other enterprise under the same or different names of disqualified persons or enterprise, or firm or associates and shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise concerned.

## 6. CURRENCY

Prices must be quoted in the currency of the Republic of South Africa in respect of local supplies. Prices in any other currency may be rejected by Transnet save where such price is quoted for imported Goods only.

## 7. EXCHANGE AND REMITTANCE

The Contractor should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Contractor, effect payment overseas direct to the principal/supplier of such percentage of the contract or order value as may be stipulated by the Contractor in his tender documents and any variation in the amount to be so paid which may arise as a result of fluctuations in the rate of exchange involved, will be for the account of the Contractor.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



- 7.1 The Contractor who desires to avail himself of the aforementioned facility must at the same time of tendering furnish the information called for in the clause "Exchange and Remittance" of the tender document and also furnish full details of the principals/suppliers to whom payment is to be made.
- 7.2 The Contractor shall at his own cost obtain forward exchange cover on foreign currency to protect himself against any currency rate fluctuation risks, for the duration of any resulting contract or order. Transnet will NOT accept any fluctuations in the rate of exchange at the time when payments are made.
- 7.3 Should it be necessary for the Contractor to establish a letter of credit through a bank, where the whole or a portion of the contract or order value to be remitted overseas by him against a contract or order and where the Goods are to be collected by or delivered to Transnet's overseas forwarding agent, then such letter of credit must clearly stipulate that for payment purposes an "Original Ocean Bill of Lading" will be the only recognised document as proof that the Goods have been collected/delivered. Failure to comply with this requirement will result in delays in delivery and payment of the Goods.

Transnet will not recognise any claim for adjustment of the order and/or contract price under clause 7.1 if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties,

## 8. ACCEPTANCE OF TENDER/QUOTATION

- 8.1 Transnet does not bind itself to accept the lowest or any tender/quotation nor will it give any reasons for the rejection of a tender / quotation. Transnet reserves the right to accept any tender in whole or in part.
- 8.2 Upon the acceptance of a tender/quotation by Transnet, the parties shall be bound by the General Tender Conditions and the Standard Terms and Conditions of Contract (US7)
- 8.3 Where the acceptance of the Tenderer is delivered by letter, the SA Post Office shall be regarded as the agent of the Tenderer and delivery of such notice of acceptance to the SA Post Office shall be considered as delivery to the Tenderer.
- 8.4 Where the Tenderer has been informed per facsimile message of the acceptance of his tender/quotation, the acknowledgement of receipt transmitted by his facsimile machine shall be regarded as proof of delivery to the Tenderer.

## 9. LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a tender/quotation. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Tenderer in his tender/quotation at which all legal documents may be served on the Tenderer who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Tenderers from abroad shall, therefore, state in their tender/quotation 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 tender/quotation being accepted and to act on their behalf in all matters relating to the contract.

## 10. IDENTIFICATION

If the Tenderer is a company, the full names of the directors shall be stated in the tender/quotation. If the Tenderer is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## 11. FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL TENDERER

In the case of tenders returnable to the Chairman of the Tender Board, unsuccessful Tenderers will be formally notified of the names of successful Tenderers as soon as possible after the closing date for receipt of the tender in question. In the case of tenders/quotations returnable to Transnet, unsuccessful Tenderers shall, upon application, be furnished with similar information.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

**12. UNAUTHORISED COMMUNICATION ABOUT TENDERS**

- 12.1 Where tenders are returnable to the Chairman of the Tender Board, Tenderers may at any time communicate with the Chairman on any matter relating to their tender but, in the absence of written authority from the Chairman, no communication on a question affecting a service, purchase, sales or disposal of assets or Goods, which is the subject of a tender, shall take place between Tenderers or other potential suppliers or any member of the Tender Board or official of Transnet during the period between the closing date for the receipt of the tender and the date of the notification of the successful Tenderer. A tender, in respect of which any such unauthorised communication has occurred, may be disqualified.
- 12.2 Where tenders are returnable to Transnet, Tenderers may at any time communicate with the designated representative of Transnet to whom tenders/quotations are to be submitted on any matter relating to their tender / quotation but, in the absence of written authority from the designated representative of Transnet concerned, no communication on a question affecting a service, purchase, sale or disposal of assets or Goods which is the subject of a tender/quotation shall take place between any other officer of Transnet and Tenderers or other potential suppliers during the period between the closing date for the receipt of the tender / quotation and the date of notification of the successful Tenderer. A tender / quotation, in respect of which any such unauthorised communication has occurred, may be disqualified.

**13. TENDERER'S SAMPLES**

- 13.1 If samples are required from Tenderers, such samples shall be suitably marked with the Tenderer's name and address, the tender number and the tender item number and must be despatched in time to reach the addressee as stipulated in the tender form on or before the closing date of the tender. Failure to submit samples by the due date may result in the rejection of a tender.
- 13.2 Transnet reserves the right to retain samples furnished by Tenderers in compliance with tender conditions.
- 13.3 Payment will not be made for successful Tenderer's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of contracts.
- 13.4 If unsuccessful Tenderer's samples are retained and Tenderers require payment therefor, Transnet will make payment at the tendered price of the Goods. If it is not desired to retain such samples and Tenderers require their return Transnet will accept responsibility for its return to the Tenderer's nearest station or siding in South Africa.
- 13.5 Transnet will not accept liability for samples furnished by Tenderers on their own initiative. If Tenderers desire such samples returned it will be at their own risk and cost.

**14. CONTRACT DOCUMENTS**

The contract documents will comprise the General Tender Conditions the special conditions (if applicable) and General Terms and Conditions of Contract (US7)(Revised February 2007) which will constitute the contract upon receipt by the Tenderer of the acceptance letter, subject to all amendments proposed by the parties.

**15. SECURITIES**

- 15.1 The successful Tenderer, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of:
- 15.1.1 Government or approved Municipal stocks in negotiable form; or
- 15.1.2 a deed of suretyship furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

- 15.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 15.3 For the purpose of clause 15.1.2 Transnet will supply "Deed of Suretyship" forms to the successful Tenderer for the completion by his sureties, and no guarantee in any other form will be accepted. Copies of such form will be supplied to Tenderers on request. For this purpose "Deed of Suretyship" forms will be provided which shall be completed and returned to Transnet or a designated official by the successful Tenderer within 30 (thirty) days from the date of the letter of acceptance. No payment will be made until the forms, duly completed, are delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the tenderer to cancel the agreement with immediate effect. .
- 15.4 The security shall be an amount which will not exceed 5 (five) percent of the value of the contract or order unless otherwise stipulated in the tender form.
- 15.5 ***Additional costs incurred by Transnet for visits or extensions to visits necessitated by reason of default on the part of the successful Tenderer will be for the account of the successful Tenderer.***

**16. DELIVERY BASIS**

- 16.1 The prices quoted must be on a delivered price basis in accordance with the terms and at the delivery point or points specified in Transnet's tender forms. Tenders for supply on any other basis of delivery are liable to disqualification. The time for delivery stated by the Tenderer must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Tenderer.
- 16.2 *Tenderers must furnish their tender prices under the appropriate columns in the 'Scope of Requirements' of the tender on the following basis :*
- 16.2.1 Local Supplies - column A i.e. Prices for Goods to be manufactured, produced or assembled in the RSA, or imported supplies held in South Africa. to be quoted on a Delivered RSA named Destination basis
- 16.2.2 Imported Supplies - column B i.e. Prices for Goods to be imported from all sources to be quoted on a DDU, delivered end destination RSA basis (Delivered, Duty Unpaid to named Destination, ICC Incoterms 2000)
- 16.3 *The attention of Tenderers is drawn to the fact that should Transnet's departmental railage account numbers be used in respect of "Delivered Prices", Transnet reserves the right to cancel such contract order with immediate effect and enforce the conditions of clause 15 headed "Rights on Cancellation" of form US7 (Revised February 2007).*

**17. SHIPMENT**

- 17.1 Where shipping is arranged by the successful Tenderer :
- The successful Tenderer shall arrange direct with a shipping company for the Ocean Bill of Lading to be drawn in favour of Transnet or a designated official, at a port of entry.
- To ensure prompt clearance at RSA port of entry.**
- 17.1.1 the first set of negotiable shipping documents shall be posted within a maximum period of three (3) days from date of shipment to Transnet or a designated official; and
- 17.1.2 within twenty-four (24) hours of mailing the first set of documents, the second set of negotiable documents shall be posted to Transnet or designated official.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

The successful Tenderer shall be liable for all costs, including harbour storage charges, incurred in consequence of breach of any of the abovementioned provisions.

17.2. Where shipping is arranged by the forwarding agent appointed by Transnet:

*Shipping arrangements by Transnet's nominated forwarding agent shall be made direct with a shipping company to allow the Ocean Bill of Lading to be drawn in favour of Transnet or designated official at a port of entry.*

17.2.1 *It should be noted that when Goods are offered on a free on board an ex manufacturer's/supplier's works basis, Transnet reserves the right to nominate its own forwarding agent on condition that the successful Tenderer will not recover any additional costs from Transnet.*

17.2.2 It will be a condition that all Goods collected by or delivered to Transnet's forwarding agent against any resulting contract/order must be accompanied by the overseas manufacturer's/supplier's commercial invoices (which must clearly reflect Transnet's contract / order number) and packing lists/specifications or be handed to Transnet's forwarding agent not later than 3 (three) days prior to the vessel's scheduled date of departure.

17.2.3 In respect of airfreight shipments the Executive Manager, South African Airways, Johannesburg International Airport must be reflected in the column "Sold to" appearing on the overseas supplier's/manufacturer's commercial invoices.

*It is imperative that the above be strictly adhered to as Goods cannot be cleared by Transnet at a port of entry in the RSA without the required documentation.*

*Any demurrage charges applicable to the Goods which may become payable due to late or non-submission of the aforementioned documentation will be for the successful Tenderer's account.*

## 18. EXPORT LICENCE

The award of this tender/quotation for Goods to be imported may be subject to the issue of an export licence. If necessary, the manufacturer or his overseas agent shall be required to apply for such licence.

## 19. QUALITY OF MATERIAL

Unless otherwise stipulated the Goods tendered, shall be **NEW** i.e. in the unused condition, neither second-hand nor reconditioned.

## 20. PRICES SUBJECT TO CONFIRMATION

**20.1 A tender/quotation with prices which are subject to confirmation will not be considered.**

20.2 Tenders, where firm prices are quoted for the duration of any resulting order and or contract, will receive precedence over prices which are subject to adjustment.

## 21. DELETION OF ITEMS NOT TENDERED FOR

*The Tenderer must delete items for which he does not tender or, if the price had been included elsewhere in the tender.*

## 22. ALTERATIONS MADE BY THE TENDERER TO TENDER PRICES

*All alterations made by the Tenderer to his tendered price(s) prior to the submission of his tender documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the tender documents. Failure to observe this requirement may result in the particular item(s) concerned being overlooked in the matter of the award of the business.*

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



**23. VALUE ADDED TAX**

- 23.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the RSA, or imported supplies held or already in transit to South Africa, the prices quoted by the Tenderer are to be exclusive of Value added tax (VAT) which must be shown separately at the standard rate on the invoice.
- 23.2 In respect of imported supplies, i.e. Goods to be imported from all sources where Transnet is responsible for the clearance of the supplies at the port of entry, Value Added Tax (VAT) will be paid by Transnet upon arrival of the Goods in the Republic of South Africa.
- 23.2.1 The invoicing by the Tenderer on behalf of his overseas principal, represents a supply made by the principal, which is not subject to VAT.
- 23.2.2 The Tenderer's invoice/s for the local portion only (i.e. the "commission" for the services rendered) must show the Value Added Tax (VAT) separately at zero percent if the services are in compliance with section 11(2) of the VAT Act. No. 89 of 1991

**24. TERMS AND CONDITIONS OF TENDER**

The Tenderer shall adhere to the standard terms and conditions of contract a set out in Form US7 (Revised February 2007), copy attached hereto.

Should the Tenderer find any conditions unacceptable, he should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be subject to and compared with acceptance of the US7 or alternatives offered by other Tenderers, except penalties for late deliveries, the exclusion of which may disqualify the tender, save where indicated otherwise by Transnet.

**25. IMPORTANT NOTICE TO TENDERERS REGARDING PAYMENT**

*25.1 Method of Tendering:*

- 25.1.1 The attention of the Tenderer is directed to clause 8 of form US7 (Revised February 2007) which sets out the conditions of payment on which tender price/s shall be based.
- 25.1.2 However, in addition to the foregoing the Tenderer is invited to submit offers based on alternative methods of payment and/or financing proposals.
- 25.1.3 The Tenderer is required to give full particulars of the terms that will be applicable to his alternative offers as the financial merits thereof will be evaluated and taken into consideration when the tender is adjudicated.
- 25.1.4 The Tenderer must, therefore, in the first instance, tender strictly in accordance with clause 25.1.1 above.
- 25.1.5 The Tenderer shall clearly indicate the terms of payment. Alternative terms of payment offered shall clearly indicate the manner in which the main offer is affected, with respect to each country of origin.
- 25.1.6 Failure to comply with clauses 25.1.4 and 25.1.5 above may preclude a tender from further consideration.

***NOTE: The successful Tenderer shall, where applicable, be required to furnish a guarantee covering any advance payments.***

*25.2 Conditional Discount:*

Tenderers offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Contractor's month end statement reflecting the relevant invoice/s for payment purposes,

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

provided the conditions of the order or contract have been fulfilled and the invoice is correct in all respects as referred to in the contract or order.

Incomplete and/or incorrect invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documents.

## 26. QUANTITIES (PERIOD CONTRACTS ONLY)

*It must be clearly understood that although Transnet does not bind itself to purchase any definite quantity/quantities under any contract which may be entered into pursuant to this tender, the successful Tenderer nevertheless undertakes to supply against the contract such quantities as may be ordered against contract orders which are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.*

*It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Tenderer with a view to meeting the requirements under any such contract.*

The estimated planned quantity/quantities likely to be ordered by Transnet per annum is/are furnished in Annexure A attached to the relevant tender. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order quantities sufficient for its operational requirements.

### 26.1 DELIVERY PERIOD:

#### 26.1.1 **FIXED QUANTITY REQUIREMENTS**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of clause 13, 14 and 15 of form US7 (Revised February 2007).

#### 26.1.2 **PERIOD CONTRACTS**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of clause 13, 14 and 15 of form US7 (Revised February 2007).

#### 26.1.3 **PROGRESS REPORT**

The successful Tenderer may be required to submit periodical progress reports in regard to the delivery of the Goods

#### 26.1.4 **EMERGENCY DEMANDS: AS AND WHEN REQUIRED**

*If, due to breakdowns, derailments, storm damage or similar unforeseen circumstances, supplies of the material covered by the tender are required at short notice for immediate delivery, the Contractor will be given first right of refusal of such business. If he is unable to meet the desired delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.*

*The "Non-Fulfilment of Contract Orders" clause will not be applicable in these circumstances.*

#### 26.1.5 **NON-FULFILMENT OF CONTRACT ORDERS: (AS AND WHEN REQUIRED, PERIOD CONTRACTS ONLY)**

The tender is subject to conditions contained in clauses 13, 14 and 15 of form US7 (Revised February 2007).

## 27. PACKING AND MARKING

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



---

27.1 TIMBER USED FOR CRATING, PACKING AND WEDGING, ETC.

*Attention is directed to the Forest Act, 1968 (Act 72 of 1968), or any amendments thereto, or regulations promulgated in terms thereof.*

27.2 PRINTING ON CONTAINERS AND PACKINGS

*Printing appearing on all containers and packing of South African manufactured Goods shall be in English.*

27.3 USE OF MOBILE CONTAINERS AND SARTAINERS

Mobile containers and sartainers are not to be used for Goods which are to be despatched "FT" (Free Traffic).

**28. PLANS, DRAWINGS, DIAGRAMS, SPECIFICATION, ETC.**

28.1 COPYRIGHT IN PLANS, DRAWINGS, DIAGRAMS AND DOCUMENTS COMPILED BY CONTRACTOR FOR PURPOSE OF CONTRACT WORK:

The successful Tenderer grants to Transnet a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act, 1978,

- (a) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of Transnet, by the Tenderer in connection with the tender;
- (b) to make free and unrestricted use thereof for its own purposes;
- (c) to provide copies thereof to consultants of Transnet to be used by them for the purposes of the consultancy; and
- (d) to provide other parties with copies thereof for the purpose of tenders invited by it.

The Tenderer, furthermore if any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of Transnet a similar non-exclusive licence for the purposes set out herein.

The provisions of this clause 28.1 shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself. No separate or extra payment shall be due by Transnet in respect of any non-exclusive licence granted in terms of this clause.

28.2 DRAWINGS AND SPECIFICATIONS

In addition to what may be stated in any tender form in this connection, the Tenderer should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the tender form he is required to tender for Goods strictly in accordance with the drawings and specifications supplied by Transnet notwithstanding that he may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

28.3 TENDERER'S DRAWINGS

Drawings required to be submitted by the Tenderer must be furnished before the closing time and date of the tender. The non-receipt of such drawings by the appointed time may disqualify the tender

28.4 FOREIGN SPECIFICATIONS

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

The Tenderer quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the tender. In the event of any departures or variations between the foreign specification(s) quoted in the tender form, full details regarding such departures or variations must be furnished by the Tenderer in a covering letter attached to the tender. If this condition is not complied with by the Tenderer, the tender may be disregarded.

#### 28.5 USE OF SI ("Systeme International") UNITS

*The Tenderer must ensure that all capacities, physical dimensions and sizes of material and fasteners are in units complying with the SI unless otherwise specifically called for by Transnet.*

### 29. VISITS TO FOREIGN COUNTRIES

- 29.1 Tenderers must furnish details in a covering letter if it is considered necessary that employees of Transnet should carry out inspection and/or witness any tests at the premises of the successful Tenderer or his subcontractors in the country of origin for the purpose of product demonstration and/or final acceptance or for any other reason.
- 29.2 If the Tenderer considers overseas visits to be necessary he must provide the following information in a covering letter in respect of each visit:
- 29.2.1 Countries and places to be visited.
  - 29.2.2 Number of employees and disciplines involved.
  - 29.2.3 Number of man days involved.
  - 29.2.4 Motivation for visit.
- 29.3 Transnet will make all arrangements in regard to booking of air journeys, hotel reservations, transport to and from airports, hotels, places of inspection, etc. and all expenses will be for the account of Transnet.
- 29.4 Before a visit is undertaken, such as envisage in this clause 29, Transnet and the successful Tenderer will agree in writing on the number of employees of Transnet that should undertake the visit and the number of man days involved in the visit.

### 30. TENDERS BY FOREIGN TENDERERS OR ON THEIR BEHALF

- 30.1 Tenders submitted by foreign Principals may be forwarded direct by the Principals to the Chairman of the Tender Board or to a designated official of Transnet according to whichever officer is specified in the tender documents, or may be so forwarded on the Principal's behalf by their South African representatives and/or agents provided that written proof is submitted that such representative/agent has been duly authorised to act in that capacity by the Principal. Failure to submit such authorisation by the representative/agent shall disqualify the Tender.
- 30.2 When legally authorised to prepare and submit tenders on behalf of their Principals not domiciled in the Republic of South Africa, representatives and / or agents must compile the tenders in the names of such Principals and sign them on behalf of the latter.
- 30.3 South African representatives and / or agents of successful foreign Tenderers must when so required enter into formal memoranda of agreement in the name of their Principals and must sign such agreements on behalf of the latter. In every such case a Legal Power of Attorney from their Principals must be furnished to Transnet by South African representative and/or agents authorising them to enter into and sign such agreements.

Such Powers of Attorney must comply with Government Notice No. 1160 of 27 June 1930 (and any amendments thereto) - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic.

The Powers of Attorney must be signed by Principals under the same title as used in the tender documents.

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

On arrival within the Republic of South Africa these Powers of Attorney are to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.

If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of contracts with Transnet, a notarially certified copy thereof should be furnished.

The Power of Attorney must authorise the South African representative or agent to choose *domicilium citandi et executandi* as provided for in Clause 8 of the General Conditions of Transnet Tenders, Contracts and Orders Form US7 (Revised February 2007).

- 30.4 If payment is to be made in South Africa, the Contractor (i.e. the Principals, or the South African agents or representatives), must notify Transnet in writing whether :
- 30.4.1 Cheques are to be drawn for payment to the credit of the Contractor's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- 30.4.2 Cheques are to be made out in favour of the Contractors and forwarded to their South African agent or representative, in which case such agent or representative, must be duly authorised to sign the receipt on the cheque and discharge it on behalf of his Principals.
- 30.5 The attention of the Tenderer is invited to Clause 15 regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

### 31. PREPRODUCTION SAMPLES

Should it be necessary to submit a pre-production sample for approval by Transnet prior to the commencement of delivery of the Goods against any resulting contract, Tenderers are to note that for the purpose of calculating penalties for late delivery (if applicable) in terms of Clause 30 of form US7 (Revised October 2005) the actual contractual delivery date will be considered to be;

- 31.1 the period offered by the successful Tenderer to submit the pre-production sample calculated as from the seventh day after the date of the letter of acceptance;
- PLUS
- 31.2 the period required by Transnet to approve the pre-production sample calculated as from the date of receipt thereof;
- PLUS
- 31.3 the period offered to effect delivery of the Goods calculated as from the date of approval of the pre-production sample by Transnet.

Tenderers will not be held responsible for late delivery of the Goods resulting from delays on the part of Transnet to approve the pre-production sample.

### 32. RAILAGE FREIGHT AND OTHER CHARGES

- 32.1 The Tenderer must indicate whether the quoted price includes rates for inter alia the following:

- transport to port of export;
- forwarding charges
- ocean freight
- marine insurance;
- landing charges;
- dock dues;
- surcharges;
- railage, where possible, otherwise road transportation from port of discharge,

Date: \_\_\_\_\_

Initial: \_\_\_\_\_



---

which rates are based on estimated weights and dimensions calculated by the Contractor. In the event of such estimations being exceeded by the actual weights and dimensions, Transnet shall not be liable to pay the Contractor the associated increased costs.

- 32.2 The Tenderer shall indicate whether the Contract Price is exclusive of customs, import and excise duties, surcharges and VAT.

oooo000oooo

PRIEVIEW COPY ONLY

---

Date: \_\_\_\_\_

Initial: \_\_\_\_\_