

**Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

**FOR THE UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 5 - 6 MONTHS**

RFP NUMBER **S/ Z10115**
ISSUE DATE: **13 October 2014**
CLOSING DATE: **21 November 2014**
CLOSING TIME: **10:00**
BID VALIDITY PERIOD: **90 days from Closing Date**

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RFP ANNEXURES:**See the CD for these documents :**

ANNEXURE A BILL OF QUANTITIES (on the CD)

ANNEXURE B B1 - B2 Brackets (on the CD)

ANNEXURE C1 – C4 Survey sheets (on the CD)

ANNEXURE D compliance sheet (on the CD)

ANNEXURE E Tender Safety Questionnaire

ANNEXURE F Risk Guideline Document

ANNEXURE G Tender meeting & site inspections

ANNEXURE H B-BBEE improvement plan

APPENDIX (i) GENERAL BID CONDITIONS

APPENDIX (ii) TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

APPENDIX (iii) TECHNICAL SPECIFICATION

APPENDIX (V) Non disclosure agreement (not on CD) – attached to the RFP document

Additional documents for notification :

E7/1

E4e document

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

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**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 1 : NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
BID FEE AND BANKING DETAILS	R200.00 [inclusive of VAT] per set. Payment is to be made as follows: Bank: Standard Bank Account Number: 203158598 Branch: Braamfontein Branch code: 004805 Account Name: Transnet Limited Head Office Reference: SAZ10111 NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.
INSPECT / COLLECT DOCUMENTS FROM	The office of the Secretariat, 6 TH Floor Transnet Park Building Robert Sobukwe Road Bellville
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 08:30 and 15:00 from 13 October 2014 until 24 October 2014. Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.
COMPULSORY BRIEFING SESSION	Yes . Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Tuesday 11 November 2014 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

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

2 FORMAL BRIEFING (AND SITE INSPECTION/ MEETINGS)

A compulsory pre-proposal RFP briefing will be conducted at the Salkor Building, Saldanha on the **27 October 2014**, at 13:30 for a period of ± one hour, the site meetings will take place on the 28 & 29 October 2014, after the information session. See Annexure G for the tender meeting and site meetings [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance in the form set out in Section 15 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- 2.4 After the briefing all the bidders will depart on a two day site inspection, on the Saldanha to Vredendal line. The Bidders must be equipped with the correct PPE clothing at the site meeting: reflector vest, safety boots, hard hat and ear protection. Overnight accommodation will be for your own account.

3 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFP No:

SAZ10115

Description

UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4

Closing date and time: **11 November 2014**

Closing address

[Refer to options in paragraph 4 below]

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

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the Transnet tender box which is located at the Transnet Park Building, Robert Sobukwe road, Bellville, and must be addressed as follows:

THE SECRETARIAT
TRANSNET PARK BUILDING
ROBERT SOBUKWE ROAD
BELLVILLE

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

4.2 Dispatch by courier

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

THE SECRETARIAT
TRANSNET PARK BUILDING
6TH FLOOR
ROBERT SOBUKWE ROAD
BELLVILLE

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

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

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment 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 would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

5.1 B-BEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

When Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Section 14 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

5.2 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 14 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

5.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

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

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

In terms of Section 14 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

5.4 B-BBEE Improvement Plan

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Cobus Coetzens] before **12:00 on 4 November 2014**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

- 6.2 the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.3 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Acquisition Council, at telephone number 021 940-3846, email carol.swan@transnet.net or facsimile number 021 940-3883 on any matter relating to its RFP Proposal.
- 6.4 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 INSTRUCTIONS FOR COMPLETING THE RFP

- 7.1 Proposals must be submitted and must be bound.
- 7.2 The original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. The complete set of documents is required. **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 7.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 7.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to

- 9.1 modify the RFP's Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 9.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 9.5 reject all Proposals, if it so decides;
- 9.6 withdraw the RFP on good cause shown;
- 9.7 award a contract in connection with this Proposal at any time after the RFP's closing date;

- 9.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 9.9 split the award of the contract between more than one Service Provider; or
- 9.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to declare such serious breach of law during the past 5 [five] years in Section 11 [*Breach of Law*].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFP process.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

10 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS : 0800 003 056**

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4

2 EXECUTIVE OVERVIEW

Install and terminate a 36-core optic fibre cable on a wooden pole route between Loop-1 and Loop-2, a distance of approximately 50-kilometers. This will include an 800-meter train tunnel at Elands Bay.

Install and terminate a 24-core optic fibre cable on a wooden pole route between Loop-2 and Loop-3, a distance of approximately 52-kilometers.

Install and terminate an optic fibre spur cable to a wayside site at Km 19.5.

Install an optic fibre spur cable inside the bridge that crosses the Olifants River at Vredendal.

Install and terminate an optic fibre spur cable between the Elands Bay train tunnel and Repeater-A.

Replace all the pressure clamps, on the suspension brackets, with PLP Tangents between Salkor and Loop-1 and between Loop-3 and Loop-4. This is a distance of approximately 84 kilometers.

Remove the old cable and brackets between Loop-1 and Loop-3.

1. Install and terminate a 36-core optic fibre cable on a wooden pole route between Loop-1 and Loop-2, a distance of approximately 50 kilometers. This will include an 800 meter train tunnel at Elands Bay.

2. Install and terminate a 24-core optic fibre cable on a wooden pole route between Loop-2 and Loop-3, a distance of approximately 52 kilometers.

3. Install and terminate an optic fibre spur cable to a wayside site at Km 19.5. The length of the spur cable is approximately 500 meters.

4. Install an optic fibre spur cable inside the bridge that crosses the Olifants River close to Vredendal. The length of the spur cable is approximately 1400 meters.

5. Install and terminate an optic fibre spur cable between the Elands Bay train tunnel and Repeater-A (a radio site on top of the mountain above the tunnel). The length of the spur cable from the tunnel is approximately 150 meters.

6. Replace all the pressure clamps, on the suspension brackets, with PLP Tangents between Salkor and Loop-1 and between Loop-3 and Loop-4. This is a distance of approximately 84 kilometres (44 +40 km).

7. Remove the old cable and brackets between Loop-1 and Loop-3. The section of cable between Km-79.5 and Loop-2 must be disposed of by the contractor. The rest of the optic fibre cable removed must be rolled up, and together with the removed brackets, must be returned to TFR.

3 SCOPE OF REQUIREMENTS

3.1 This project is for the upgrade of the optic fibre cable between Saldanha and Loop 4, see the Project Specifications on the CD, reference OLOC-14051

3.2 The minimum technical threshold for technical criteria is 75%

As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:

- Functionality is included as a threshold with a prescribed percentage threshold of 75%.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

5.2 The Service Provider(s) must comply with the requirements stated in this RFP.

6 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 16 [*Exchange and Remittance*] of the General Bid Conditions appended hereto. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or service provider, which is not a registered South African Company please complete the details below using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

6.1 ZAR 1.00 [South African currency] being equal to _____ [*foreign currency*]

6.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet

6.3 _____ [*Name of country to which payment is to be made*]

6.4 Beneficiary details:

Name [*Account holder*] _____

Bank [*Name and branch code*] _____

Swift code _____

Country _____

6.5 _____ [*Applicable base date of Exchange Rate used*]

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

7 SERVICE LEVELS

- 7.1 An experienced account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 7.2 Transnet will have reviews with the Service Provider’s account representative on an on-going basis.
- 7.3 Transnet reserves the right to request that any member of the Service Provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 7.4 The Service Provider must provide a telephone number for customer service calls.
- 7.5 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days’ notice to the Service Provider of its intention to do so.
- 7.6 **Penalties of 2% of the contract value per week for late completion will be invoked.** See the Technical Specification – SALD to Loop 4 – OLOC.14051 (on the CD).

Acceptance of Service Levels:

YES		NO	
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8 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

8.1 Quality of Services delivered:

8.2 Continuity of the provision of Services:

8.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

9 REFERENCES

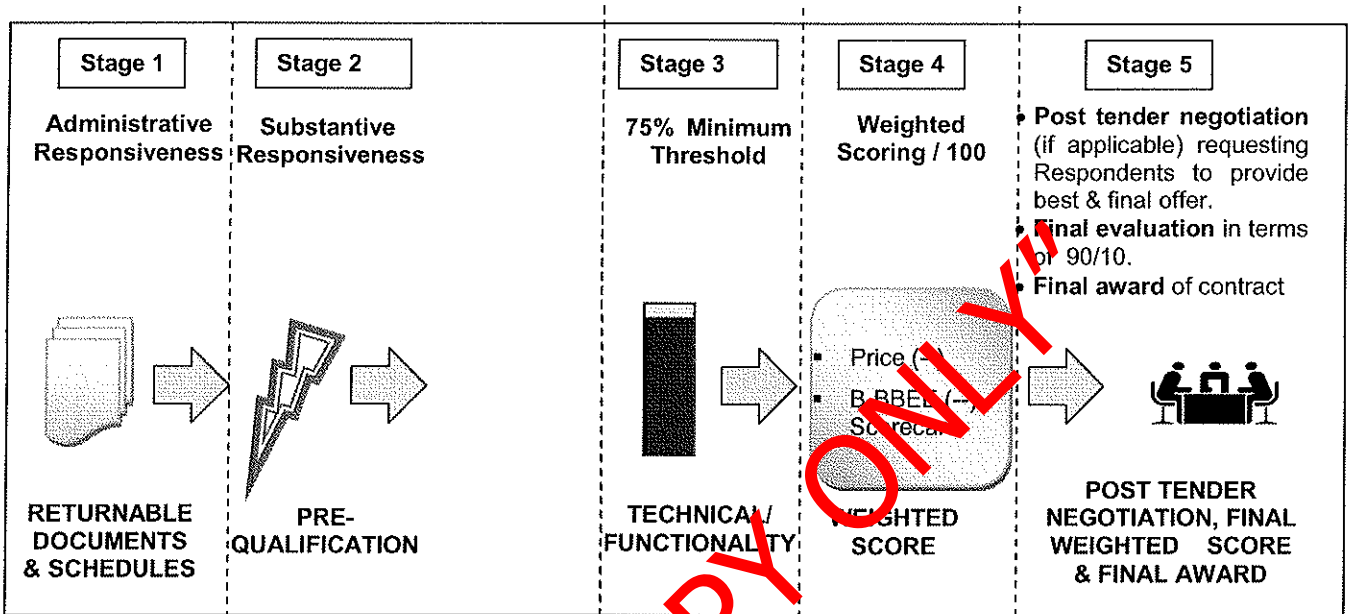
Please indicate below a minimum of 3 company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

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10 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



10.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the bid has been lodged on time	Section 1 paragraph 3
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 4, page 22 to 24
• Verify the validity of all returnable documents	Section 4, page 22 to 24

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

10.2 STAGE TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
• Whether any general pre-qualification criteria set by Transnet, have been met	Section 2 and Tender Specifications, as on CD
• Whether the Bid contains a priced offer	Annexure A (on the CD)

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>

The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

10.3 STAGE THREE: Minimum Threshold 75% for Technical Criteria

The test for the Technical and Functional threshold will include the following

Technical Evaluation Criteria	% Weightings	RFP Reference
Supplier Development Bid Document:		<i>Annexure</i>
<ul style="list-style-type: none"> Compliance to specifications 	55%	<i>D</i>
<ul style="list-style-type: none"> SHE management 	10%	<i>E</i>
<ul style="list-style-type: none"> Risk Management Plans 	10%	<i>F</i>
<ul style="list-style-type: none"> Technical capacity / resources 	15%	<i>Technical Specification Clause 3.4.12</i>
Total Weighting:	100%	
Minimum qualifying score required:	75%	

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The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
1	Failed outright / unacceptable
2	Poor
3	Average / equal
4	Above average
5	outstanding

The minimum threshold for technical/functionality [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation

10.4 STAGE FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Price 	<i>90</i>
<ul style="list-style-type: none"> B-BBEE - Scorecard 	<i>10</i>

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 14, paragraph 4.1:

10.5 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Percentage [%]
Technical / functionality	75 %

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

10.6 **STAGE FIVE/SIX: Post Tender Negotiations (if applicable)**

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 90/10 and the contract will be negotiated and awarded to the successful Respondent(s).

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 3 : PRICING AND DELIVERY SCHEDULE

Refer to the attached CD – Annexure A – Bill of Quantities.

Please complete this document and attach / insert with the RFP document.

Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) Prices quoted must be held valid for a period of 90 days from closing date of this RFP
- c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- e) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 3 months, and if so which proposed adjustment factor(s) would be utilised

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**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 4 : PROPOSAL FORM

I/We _____

[name of entity, company, close corporation or partnership]

of *[full address]*

carrying on business trading/operating as _____

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Section 6 of this RFP (a certified copy of which is annexed hereto), hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- (i) Terms and Conditions of Contract – Services;
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

I/We accept that any contract resulting from this offer will be for a period of 5 to 6 months, only. Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non compliance with material terms of this RFP including the delayed delivery of the Goods due to non-

performance by ourselves, failure to meet commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____
Facsimile: _____
Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 90 [ninety] days [from closing date] against this RFP.

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

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

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

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

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

CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement [Annexure V] appended hereto as Section 17. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

YES		NO	
------------	--	-----------	--

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) Mandatory Returnable Documents

Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these Documents are returned with their Proposals.

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
Annexure A : Bill of Materials (see the CD)	
Annexure D : E & I	

b) Essential Returnable Documents

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
Receipt for payment of RFP documents [paragraph 1]	
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
- Certified copies of the company's shareholding/director's portfolio	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFP will result in an automatic score of zero for preference	
- In the case of Joint ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Services	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 13 : Supplier Integrity Pact	
SECTION 14 : B-BBEE Preference Points Claim Form	
Letter of Good Standing	
SECTION 15 : Certificate of attendance of compulsory RFP Briefing	
SECTION 16 : Certificate of acquaintance with the specifications	
SECTION 17 : Certificate of acquaintance with the disclosure agreement	

SECTION 18 : BBEE improvement plan	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
Electrical C – certificate (C-green) (see Annexure D)	

c) Additional Documents

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
Annexure B-BBEE Improvement plan	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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By signing these RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

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**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4**

FOR A PERIOD OF 6 MONTHS

Section 5 : VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: *No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.*

Vendor Application Form

Entity's trading name						
Entity's registered name						
Entity's Registration Number or ID Number if a Sole Proprietor						
Form of entity [v]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
How many years has your entity been in business?						
VAT number [if registered]						
Entity's telephone number						
Entity's fax number						
Entity's email address						
Entity's website address						

Respondent's Signature

Date & Company Stamp

Bank name Branch & Branch code

Account holder Bank account number

Postal address Code

Physical address Code

Contact person

Designation

Telephone

Email

Annual turnover range [last financial year] < R5 m R5 - 35 m > R35 m

Does your entity provide Products Services Both

Area of delivery National Provincial Local

Is your entity a public or private entity Public Private

Does your entity have a Tax Directive or IRP30 Certificate Yes No

Main product or services [e.g. Stationery, Consulting]

Complete B-BBEE Ownership Details:

% Black ownership % Black women ownership % Disabled Black ownership % Youth ownership

Does your entity have a B-BBEE certificate Yes No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the entity employ Permanent Part time

If you are an existing vendor with Transnet please complete the following:

Transnet contact person

Contact number

Transnet Operating Division

Duly authorised to sign for and on behalf of Entity / Organisation:

Name	<input type="text"/>	Designation	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

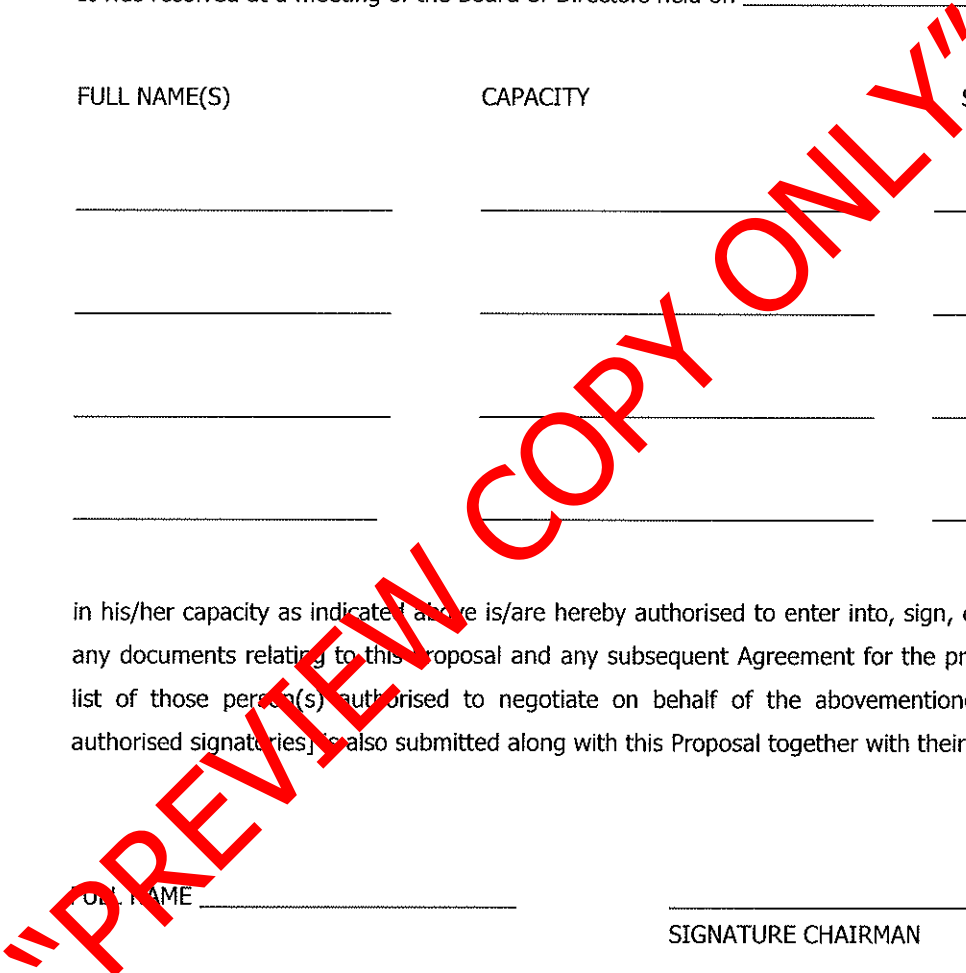
in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

1. I/We

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

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this bid which I/we may have, before submitting the bid. I/we agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

Respondent's Signature

Date & Company Stamp

- a) prices;
- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Bid;
- e) the submission of a Bid which does not meet the specifications and conditions of the RFP;
or
- f) bidding with the intention not winning the Bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.

9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

**Section 8 : CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS -
SERVICES**

[appended hereto as Appendix (i)]

NAME OF ENTITY:

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Bid Conditions - Services as received on _____ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I, we submitted my/our Proposal.

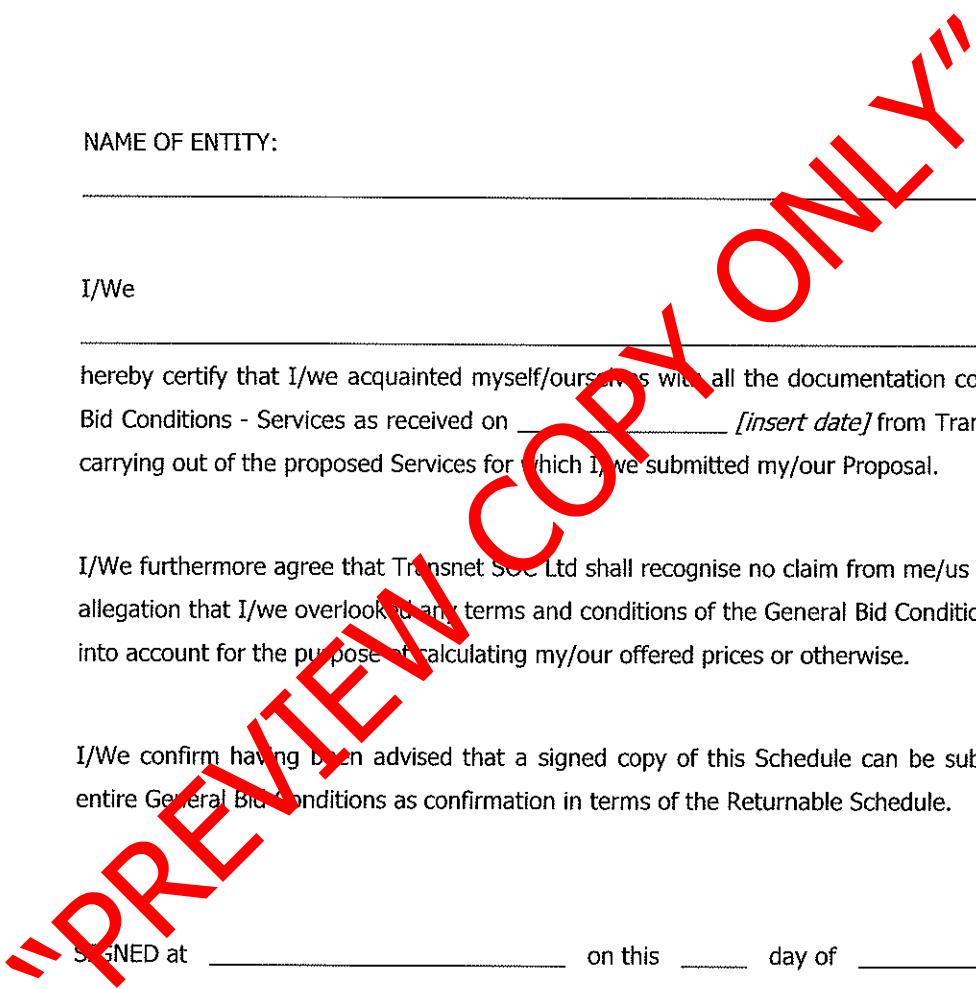
I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Bid Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire General Bid Conditions as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

**Section 9 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF
CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

[appended hereto as Appendix (ii)]

NAME OF ENTITY:

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on _____ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any Term and Conditions of Contract or failed to take it into account for the purpose of calculating my/our offered price or otherwise.

I/We also note the obligations as set out in clause 19 [Terms and Conditions of Contract] of Transnet's General Bid Conditions [Appendix (i)] which reads as follows:

19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 10 : RFP DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP document;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
6. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
9. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
10. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

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IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement@bud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

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Respondent's Signature

Date & Company Stamp

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 11 : BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

do hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the Bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 12 : RFP CLARIFICATION REQUEST FORM

RFP No: SAZ10115

RFP deadline for questions / RFP Clarifications: Before 12:00 on 04 November 2014.

TO: Transnet SOC Ltd
ATTENTION: The Tender Administrator
EMAIL: [cobus.carstens@transnet.net]
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

"PREVIEW COPY ONLY"

Respondent's Signature _____

Date & Company Stamp _____

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 13 : SUPPLIER INTEGRITY PACT

Transnet's Integrity Pact requires a commitment from Service Providers and Transnet that they will not engage in any:

- o Corrupt and fraudulent practices;
- o Anti-competitive practices; and
- o Act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request.

NAME OF ENTITY:

I/We

do hereby certify that I/we have acquainted myself/ourselves with all the documentation comprising the Transnet Integrity Pact. I/We agree to fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact.

I/We further agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the Integrity Pact or failed to take it into account for the purpose of submitting my/our offer.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Transnet Integrity Pact as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 14 : B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance and contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a

- contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quantity, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.14 **"person"** includes reference to a juristic person;
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking

into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every

separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

(i) Name of Company/Firm.....

(ii) VAT registration number.....

(iii) Company registration number.....

(iv) Type of Company / Firm

Partnership/Joint Venture/Consortium

One person business/sole propriety

Close Corporations

Company (Pty) Ltd

[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

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

(vi) Company Classification

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

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BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:

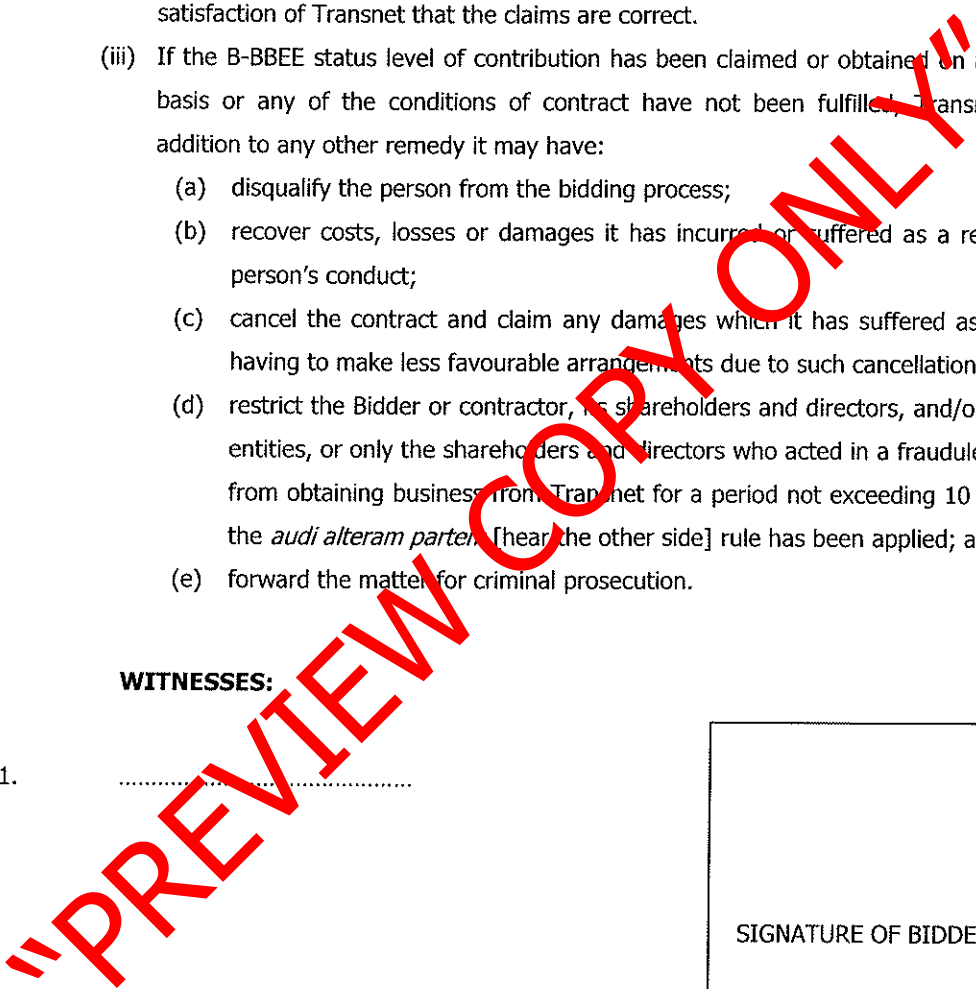
.....

COMPANY NAME:

ADDRESS:

.....

.....



**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 6 MONTHS**

Section 15 : CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

It is hereby certified that –

- 1. _____
- 2. _____

Representative(s) of _____ *[name of entity]*
attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on
_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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**RFP FOR THE PROVISION OF
UPGRADE OF THE OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP 4
FOR A PERIOD OF 5 - 6 MONTHS**

Section 17 : CERTIFICATE OF ACQUAINTANCE WITH NON DISCLOSURE AGREEMENT

I/We

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non Disclosure Agreement [Appendix v] for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non Disclosure Agreement or failed to take it into account for the purpose of submitting my/our bid.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Non Disclosure Agreement as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

Section 18: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ² persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth ³	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		

2 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

3 "Black youth" means Black persons from the age of 16 to 35

4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants ⁴ (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		
MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executive directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		

⁴ "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

Respondent's Signature

Date & Company Stamp

<p>11. Black Female Executive Management as a percentage of all executive directors</p>	<p><i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i></p>		
<p>Senior Management</p>	<p>Required Response</p>	<p>Current Status (%)</p>	<p>Future Targets (%)</p>
<p>12. Black employees in Senior Management as a percentage of all senior management</p>	<p><i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i></p>		
<p>13. Black female employees in Senior Management as a percentage of all senior management</p>	<p><i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i></p>		
<p>Middle Management</p>	<p>Required Response</p>	<p>Current Status (%)</p>	<p>Future Targets (%)</p>
<p>14. Black employees in Middle Management as a percentage of all middle management</p>	<p><i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i></p>		
<p>15. Black female employees in Middle Management as a percentage of all middle management</p>	<p><i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business,</i></p>		

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Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from Empowering Suppliers ⁵ based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		
20. 20 B-BBEE procurement	<i>Provide a commitment based on</i>		

⁵ "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

<p>spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i></p>		
<p>21. B-BBEE procurement spend from Exempted Micro- Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i></p>		
<p>22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i></p>		
<p>23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i></p>		
<p>24. B-BBEE Procurement Spend from Designated Group Suppliers that are at least 51% Black owned</p>	<p><i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i></p>		

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⁶ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁷ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁸ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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⁷ **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁸ **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

ANNEXTURE - A

BILL OF QUANTITIES

UPGRADE OF OPTIC FIBRE CABLE BETWEEN SALDANHA AND LOOP-4

ITEM NO	DESCRIPTION	Supply	QTY	Spare	TOTAL	UNIT	Material Unit cost	Labour Unit cost	Material Total cost	Labour Total cost	TOTAL COST
1	8-Meter Wooden Pole	Cont.	130	20	150	Each			R 0.00	R 0.00	R 0.00
2	9-Meter Wooden Pole	Cont.	1 446	34	1 480	Each			R 0.00	R 0.00	R 0.00
3	11-Meter Wooden Pole	Cont.	12	3	15	Each			R 0.00	R 0.00	R 0.00
4	Stay Cable - Complete with Anchor Block & Reflector Plate	Cont.	11	9	20	Each			R 0.00	R 0.00	R 0.00
5	Line-end Stay Cable - Complete with Anchor Block & Reflector Plate	Cont.	28	7	35	Each			R 0.00	R 0.00	R 0.00
6	Eco Pole Base (Stay Plate)	Cont.	372	28	400	Each			R 0.00	R 0.00	R 0.00
7	Reflector Plate for wooden poles	Cont.	173	27	200	Each			R 0.00	R 0.00	R 0.00
8	Dome Joint - 24 Fibre	Cont.	12	3	15	Each			R 0.00	R 0.00	R 0.00
9	Dome Joint - 36 Fibre	Cont.	13	5	18	Each			R 0.00	R 0.00	R 0.00
10	Dome Joint Bracket - W Pole	Cont.	24	6	30	Each			R 0.00	R 0.00	R 0.00
11	Dome Joint Bracket - H Beam	Cont.	1	4	5	Each			R 0.00	R 0.00	R 0.00
12	Termination Bracket - W Pole	Cont.	232	38	270	Each			R 0.00	R 0.00	R 0.00
13	Termination Bracket - H Beam	Cont.	6	4	10	Each			R 0.00	R 0.00	R 0.00
14	Swivel Termination	Cont.	16	16	70	Each			R 0.00	R 0.00	R 0.00
15	Suspension Bracket - W Pole	Cont.	1 338	62	1 400	Each			R 0.00	R 0.00	R 0.00
16	Suspension Bracket - H Beam	Cont.	14	6	20	Each			R 0.00	R 0.00	R 0.00
17	Bridge Bracket - Concrete (CR12 stainless steel)	Cont.	1	4	5	Each			R 0.00	R 0.00	R 0.00
18	Bridge Bracket - Steel (for tunnel) (CR12 stainless steel)	Cont.	56	14	70	Each			R 0.00	R 0.00	R 0.00
19	Tower Bracket (Bridge bracket steel - CR12 SS)	Cont.	9	3	12	Each			R 0.00	R 0.00	R 0.00
20	PLP Dead End - 24 Fibre	Cont.	263	27	290	Each			R 0.00	R 0.00	R 0.00
21	PLP Dead End - 36 Fibre	Cont.	252	28	280	Each			R 0.00	R 0.00	R 0.00
22	PLP Tangent Supports - Aluminium Bobbin - 24 Fibre - New OFC	Cont.	705	35	740	Each			R 0.00	R 0.00	R 0.00
23	PLP Tangent Supports - Aluminium Bobbin - 24 Fibre - Clamp Replacement	Cont.	1 115	55	1 170	Each			R 0.00	R 0.00	R 0.00
24	PLP Tangent Supports - Aluminium Bobbin - 36 Fibre - New OFC	Cont.	715	35	750	Each			R 0.00	R 0.00	R 0.00
25	Stainless Steel Coil Binders	Cont.	495	55	550	Each			R 0.00	R 0.00	R 0.00
26	Suspension Cable	Cont.	500	100	600	Meter			R 0.00	R 0.00	R 0.00
27	Suspension Cable Hangers	Cont.	500	100	600	Each			R 0.00	R 0.00	R 0.00
28	Steel Duct 40 x 40 x 5m	Cont.	27	3	30	Each			R 0.00	R 0.00	R 0.00
29	Banded Strap (meter)	Cont.	135	15	150	Each			R 0.00	R 0.00	R 0.00
30	Buckles for banded Strap	Cont.	135	15	150	Each			R 0.00	R 0.00	R 0.00
31	Sub-Duct - 32mm	Cont.	940	60	1 000	Meter			R 0.00	R 0.00	R 0.00
32	Protection Cement Collar (poles with 40 x 40mm steel duct)	Cont.	27	3	30	Each			R 0.00	R 0.00	R 0.00
33	Steel or Concrete Pipe for road crossing - minimum of 50mm	Cont.	15	5	20	Meter			R 0.00	R 0.00	R 0.00
34	Core/Directional Drilling - (11 holes between Km 19 & Km 138)	Cont.	445	5	450	Meter			R 0.00	R 0.00	R 0.00
35	Trenching	Cont.	130	0	130	Meter			R 0.00	R 0.00	R 0.00
36	Tree, Branch and Bush Cutting	Cont.	1 100	0	1 100	Meter			R 0.00	R 0.00	R 0.00
37	Splice Tray - Fully Populated - E2000 (Mid-Couplers & Pigtails) - 24 Port	Cont.	6	2	8	Each			R 0.00	R 0.00	R 0.00
38	Splice Tray - Fully Populated - E2000 (Mid-Couplers & Pigtails) - 36 Port	Cont.	2	3	5	Each			R 0.00	R 0.00	R 0.00
39	Splice Protectors	Cont.	960	90	1 050	Each			R 0.00	R 0.00	R 0.00
40	Splices in OFC Joints	Cont.	804	0	804	Each			R 0.00	R 0.00	R 0.00

ANNEXTURE - A

ITEM NO	DESCRIPTION	Supply	QTY	Spare	TOTAL	UNIT	Material Unit cost	Labour Unit cost	Material Total cost	Labour Total cost	TOTAL COST
41	Splices in Optic Fibre Splice Trays	Cont.	156	0	156	Each			R 0.00	R 0.00	R 0.00
42	Optic Fibre Cable - 24 Core, Single Mode Aerial - AT	TFR	54 550	13 450	68 000	Meter	R 0.00		R 0.00	R 0.00	R 0.00
43	Optic Fibre Cable - 36 Core, Single Mode Aerial - AT	TFR	51 840	16 160	68 000	Meter	R 0.00		R 0.00	R 0.00	R 0.00
44	Termination Bracket - Bridge Special	Cont.	5	5	10	Each			R 0.00	R 0.00	R 0.00
45	Suspension Bracket - Bridge Special	Cont.	15	5	20	Each			R 0.00	R 0.00	R 0.00
46	Building Entry	Cont.	6	0	6	Each			R 0.00	R 0.00	R 0.00
47	Bridge Entry	Cont.	1	0	1	Each			R 0.00	R 0.00	R 0.00
48	Wire Rope - 4mm - Stainless Steel	Cont.	150	0	150	Meter			R 0.00	R 0.00	R 0.00
49	Wire Rope Clamps - Stainless Steel	Cont.	6	0	6	Each			R 0.00	R 0.00	R 0.00
50	Cable Ties - Tunnel to Repeater-A spur cable	Cont.	150	0	150	Each			R 0.00	R 0.00	R 0.00
51	Cable Markers	Cont.	33	2	35	Each			R 0.00	R 0.00	R 0.00
52	Install Spur Cable to Repeater-A	Cont.	1	0	1	Lot	R 0.00		R 0.00	R 0.00	R 0.00
53	Pre-Test of OFC Cable Drum (24 Fibre)	Cont.	17	0	17	Each			R 0.00	R 0.00	R 0.00
54	Pre-Test of OFC Cable Drum (36 Fibre)	Cont.	17	0	17	Each			R 0.00	R 0.00	R 0.00
55	OTDR Tests of Entire Section - 24 Fibre (per section)	Cont.	3	0	3	Section			R 0.00	R 0.00	R 0.00
56	OTDR Tests of Entire Section - 36 Fibre (per section)	Cont.	0	0	0	Section			R 0.00	R 0.00	R 0.00
57	Testing of 12-core OF Spur Cables	Cont.	3	0	3	Each			R 0.00	R 0.00	R 0.00
58	Remove OFC and Brackets between Loop1 and Loop-3	Cont.	102	0	102	Km			R 0.00	R 0.00	R 0.00
59	AC Installation Tools Sets - As provided by Laser Fab	Cont.	2	0	2	Set			R 0.00	R 0.00	R 0.00
	List of items for which costing may be required by the Contractor/Tenderer										
a	Miscellaneous Installation Materials	Cont.							R 0.00	R 0.00	R 0.00
b	Consumable Materials	Cont.			0				R 0.00	R 0.00	R 0.00
c	Pre-survey to confirm the BoQ	Cont.			0				R 0.00	R 0.00	R 0.00
d	Final Survey and As-installed Drawings	Cont.			0				R 0.00	R 0.00	R 0.00
e	Project Management	Cont.			0				R 0.00	R 0.00	R 0.00
f	Project Supervision	Cont.			0				R 0.00	R 0.00	R 0.00
g	Site Establishment or Move	Cont.			0				R 0.00	R 0.00	R 0.00
h	Flagmen & Road Control (sufficient for protection at all work sites)	Cont.			0				R 0.00	R 0.00	R 0.00
i	Security (on site and site stores)	Cont.			0				R 0.00	R 0.00	R 0.00
j	Transport & Accommodation	Cont.			0				R 0.00	R 0.00	R 0.00
k					0				R 0.00	R 0.00	R 0.00
l					0				R 0.00	R 0.00	R 0.00
m					0				R 0.00	R 0.00	R 0.00
n					0				R 0.00	R 0.00	R 0.00
o					0				R 0.00	R 0.00	R 0.00
	TOTAL (excluding VAT)								R 0.00	R 0.00	R 0.00

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LaserFab

Laser cutting and light steel fabrication.

- ELECTRICAL INDUSTRY
- MOTOR INDUSTRY
- TELECOMMUNICATIONS INDUSTRY
- DISPLAY INDUSTRY



Product information sheet

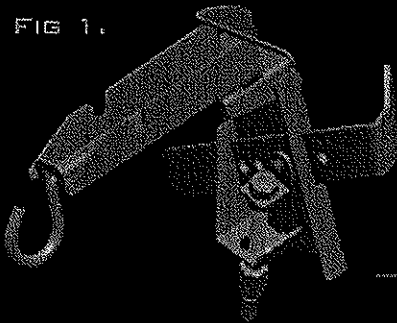
Custom made fittings designed for Optic Fibre
Cable installations on electrical traction masts in
compliance with Transnet specifications

DC Type Fittings

- These fittings are specifically designed for 3Kva DC (Direct Current) electrical traction installations and are installed on mast poles +/- 6m above ground after which the cable is suspended.
- It is completely universal and by means of a 19mm spanner adjustable and able to be fitted to the following mast poles: universal columns masts (I Beam Masts), width sizes: 153mm, 185mm, 205mm, as well as left and right configured rail type masts 105mm and 125mm. Occasionally 215mm, 225mm and 250mm I Beam masts are encountered that will necessitate the fitting to be fitted with a longer adjustable slide arm. (This requirement to be specified when ordering fittings.)
- Please note that AC Type fittings can also be utilized on DC Sections, but it is not recommended in urban areas where the electrical traction systems are more complex and usually consist of a mixture of Rail and I Beam masts as well as odd spacing between masts.

Types of fittings:

FIG 1.



1. UNIVERSAL DC RAIL & I BEAM SUSPENSION FITTING:

- Adjustable slide arm for various widths of masts.
- 3 Position setting for I Beam as well as Left or Right Rail Mast.

2. UNIVERSAL DC RAIL & I BEAM TERMINATION FITTING:

- A Termination hook or pullhorn is fitted to a standard suspension fitting and secured by a split-pin.
- These fittings are used for terminations, false terminations as well as right angle deviations in the cable route.

FIG 2.

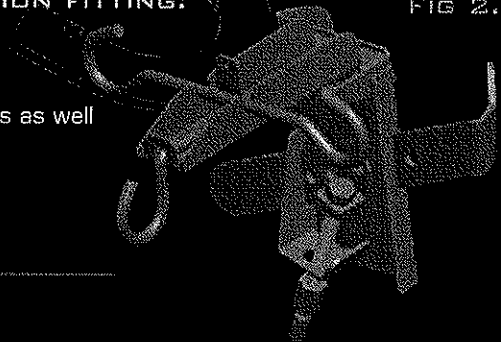


FIG 3.



3. UNIVERSAL DC RAIL & I BEAM 1000MM EXTENSION:

- These fittings are usually used to gain clearance from signaling equipment, electrical switching equipment etc.

4. UNIVERSAL DC RAIL & I BEAM JOINT FITTING:

- These fittings contain an adjustable clamp to secure different size joint closures.
- It also serves as a termination fitting.
- A tail or branch cable can also be terminated or teed off on the same fitting.

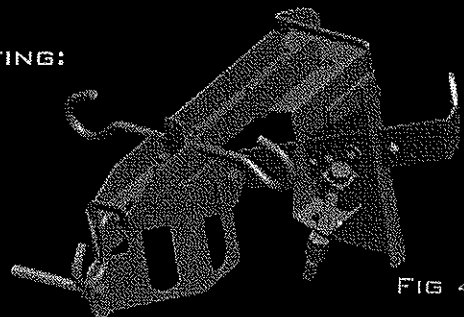


FIG 4.

AC Type Fittings

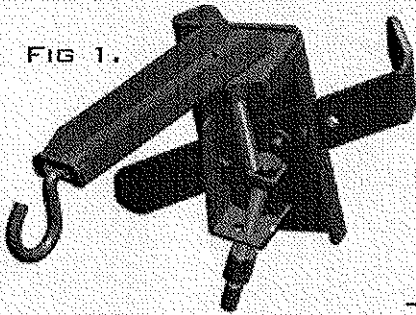
These fittings are designed for AC (alternating current) electrical traction sections where the only permissible installation of fiber optic cable is by means of specially approved insulated tool rods.

No ladders or climbing of masts are allowed.

AC I Beam fittings:

This range of fittings are adjustable and able to be fitted to the following universal column masts (I Beam Masts) width sizes 153mm, 185mm and 205mm. Occasionally 215mm, 225mm and 250mm masts are encountered that will necessitate the fittings to be fitted with longer adjustable slide arms. (This requirement must be specified when ordering the fittings.)

FIG 1.



1. AC I BEAM SUSPENSION FITTING:

- Adjustable slide arm for various widths of masts.
- Floating suspension arm with lock arrangement to compensate for skew and twisted masts.

2. AC I BEAM TERMINATION FITTING:

- A Termination slide hook is fitted to a standard suspension fitting.
- Floating termination slide hook with lock arrangement.
- These fittings are used for terminations, false terminations as well as right angle deviations in the cable route.

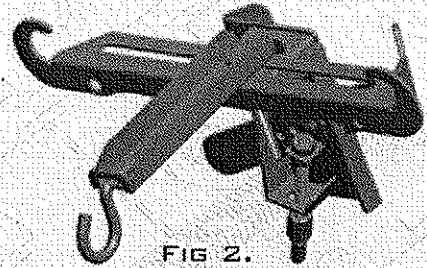
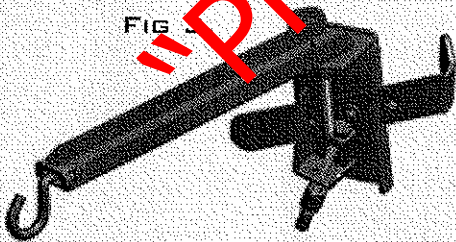


FIG 2.

FIG 3.



3. AC I BEAM 500MM EXTENTION:

- These fittings are used to gain specific cable clearance, for example to clear electrical traction cable terminations.

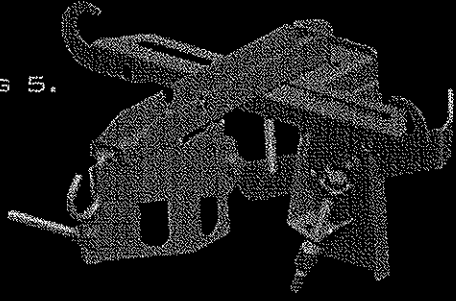
4. AC I BEAM 1000MM EXTENTION FITTING:

- These fittings are usually used to gain clearance from signaling equipment, electrical switching equipment etc.



FIG 4.

FIG 5.



5. AC I BEAM JOINT FITTING:

- These fittings contain an adjustable clamp to secure different joint closures.
- It also serves as a termination fitting.
- A tail or branch cable can also be terminated or teed off on the same fitting.

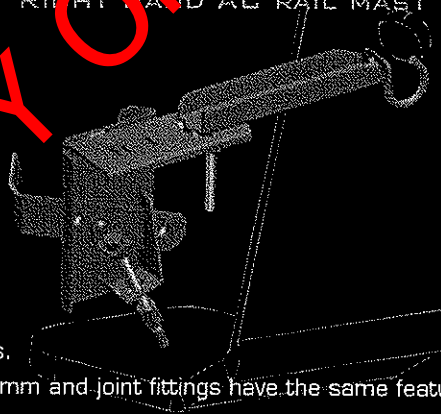
Types of AC Rail Mast fittings:

It is very important to note that these fittings are specifically manufactured to suit Left and Right Hand Rail traction mast pole configurations. They must therefore be specifically ordered as such.

LEFT HAND AC RAIL MAST FITTING:



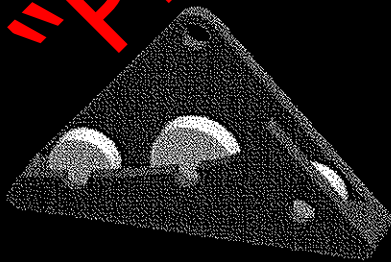
RIGHT HAND AC RAIL MAST FITTING:



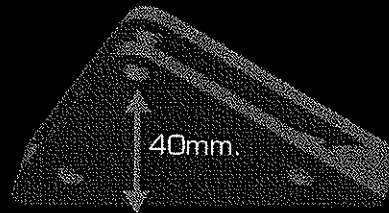
- The above shows the two types of AC Rail Mast fittings.
- AC Rail mast suspension, termination, 500mm, 1000mm and joint fittings have the same features as per the AC I Beam type fittings.

Installation Tools and Equipment

PULLEY SLUGS:



OFFSET PARAMETERS:



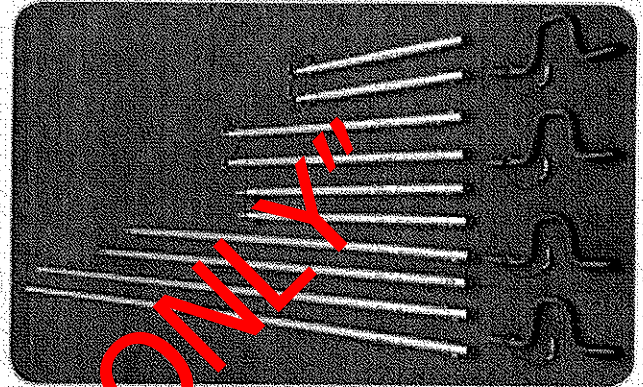
- A must for accurate tensioning of cable due to its small off-set parameter of 40mm.
- Used for stringing cable as well as tensioning.
- The pulley is designed to ensure that the minimum bending radius of cable is not exceeded.
- Lightweight and durable
- Needs virtually no maintenance (No lubrication required).

AC Installation toolset:

These toolsets have been approved for the installation of fiber optic cable on AC traction mast. They have a SABS approved insulation rating of more than 100 000V. One toolset is sufficient to ensure a 4km OFC installation time of 4 to 6 hours.

1. A COMPLETE TOOLSET CONSISTS OF:

- 4 x Crank Handles
- 1 x no 3 Tool rod
- 1 x no 2 Tool rod
- 2 x no 1 Tool rods
- 1 x no 3 Fork
- 1 x no 2 Fork
- 2 x Long Extensions
- 2 x Short Extensions



Basic AC Cable Installation:

- Install fitting 1.8m above the ground by means of No 1 Tool Rod.
- Pull Fibre optic cable out and hook the cable into the pulley sling.
- Tension the cable.
- Install Dead-end on termination slide hook.
- Install first section tangent supports.
- Start to raise fittings in three steps, one or more poles apart to final position.

For more details on installations contact Laserfab

Email: marcolaser@global.co.za

Tel 011 402 7945

Special fittings and accessories

FIG 1.



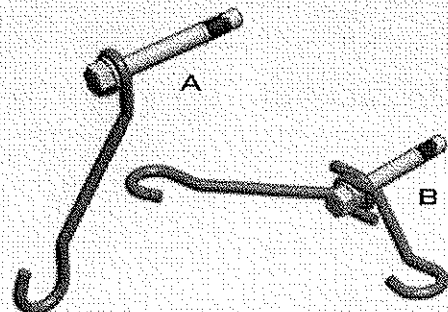
1. STEEL BRIDGE FITTING:

- Suspension fitting for steel structures i.e. footbridge and steel rail bridges.
- This fitting can be adjusted to suspend cable in the vertical and horizontal mode.
- Both possible positions shown in Figure 1.

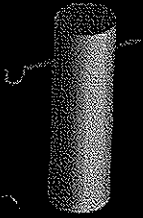
CONCRETE BRIDGE SUSPENSION FITTING (A)

CONCRETE BRIDGE TERMINATION FITTING (B)

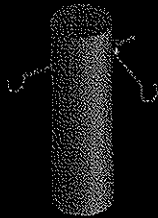
- Supplied with special stainless steel tipped M16 rawlbolt.
- Used to suspend and terminate cable on concrete bridges.



A



B



WOODEN POLE SUSPENSION (A) & TERMINATION FITTING (B):

- To suspend cable on a wooden pole.
- For termination an additional hook is supplied to the suspension fitting.
- Besides termination of the cable, a very useful feature of the termination fitting is that it can be adjusted to change the direction of the cable route up to 180 degrees.

1. UNISTRUT CLAMP:

- To clamp 40 x 40mm steel unistrut to mast poles at cable rail crossing
- This universal clamp can be adjusted to clamp unistrut to I Beam, rail mast and steel structures.

FIG 1.



FIG 2.

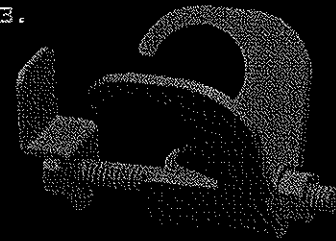
2. COIL BINDER:

- Manufactured in stainless steel.
- Supplied with UV protected sleeve.
- Used to bind slack coils.
- It will not perish as conventional cable ties do and will not allow the slack coil to unbundle.

FIG 3.

3. BOOM CLAMP:

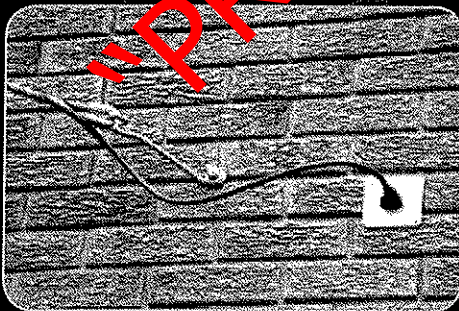
- Used for cable boom crossings to clamp 32mm conduit to the boom structure.



4. BRICK WALL TERMINATION & S/S ENTRY PLATE:

- Supplied with special non corrosive expansion M16 rawl bolt and s/s entry plate.

FIG 4.



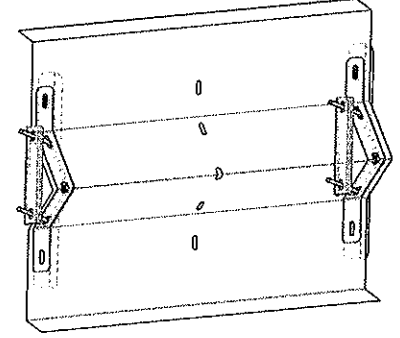
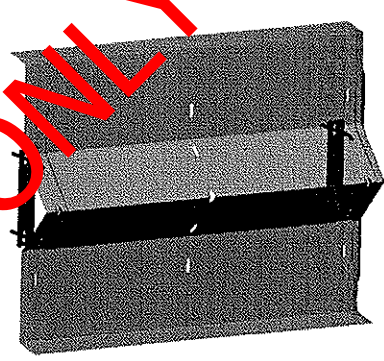
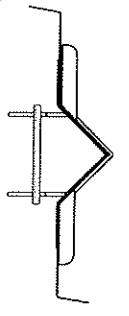
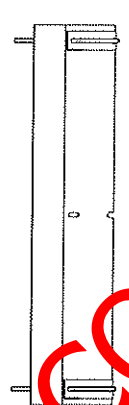
LaserFab

40 Dawe Street Troyville Johannesburg
 P O Box 33792 Jeppestown
 Johannesburg 2043
 Tel: 011 402 7949
 Fax: 011 402 7942
 marcolaser@global.co.za

All fittings are subject to change without prior notice.

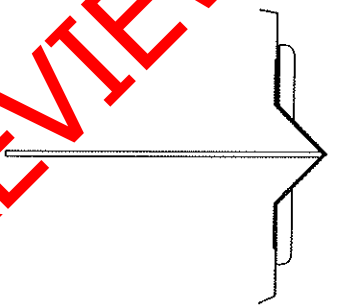
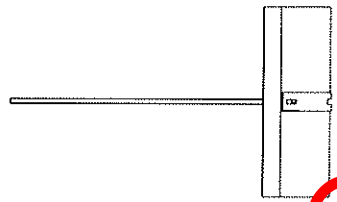
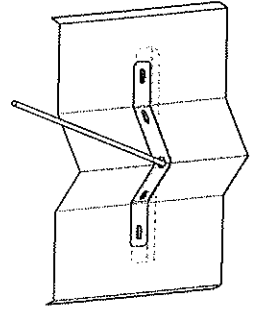
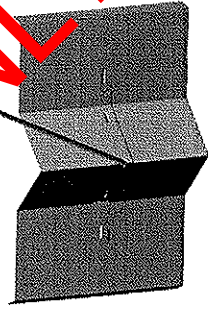
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LaserFab	
DRAWN BY:	M. STRAPPAZZON
DATE:	15/04/14
FORMAT AVAILABLE:	PDF
REVISION:	1
SHEET NUMBER:	1 OF 1
MATERIAL:	MILD STEEL
FINISH:	THERMAL DIFFUSION
PROCESS:	ASSEMBLE
PART NUMBER:	ECO_POLE_BASE
DESCRIPTION:	ECO POLE BASE - ASSEMBLY
PROJECT NUMBER:	ECO POLE STAY



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STAY ROD CAN BE USED TO HOLD ANGLES

DRAWN BY: M. STRAPPAZZON		APPROVED BY:	YES
DATE:	15/04/14	ISSUED:	15/04/14
FORMAT AVAILABLE:	PDF	LAST ISSUED:	15/04/14
REVISION:	1	LAST UPDATED:	15/04/14
SHEET NUMBER:	1 OF 1		
MATERIAL:	MILD STEEL		
FINISH:	THERMAL DIFFUSION		
PROCESS:	ASSEMBLE		
PART NUMBER:	ECO_STAY_BASE		
DESCRIPTION:	ECO STAY BASE - ASSEMBLY		
Product Number:	ECO POLE STAY		

LaserFab

ANNEXURE – D

TECHNICAL SPECIFICATIONS – COMPLIANCE SHEET

MANDATORY DOCUMENT

Bidders are obligated to complete the under mentioned to confirm that they fully comply with the under mentioned specifications. Failure to complete and return will result in disqualification of your bid.

Item	Specification	Yes	No
1	OLOC-14051 (Main Specification) (Must also provide a clause by clause compliance on the main specification)		
2	SPC-00029		
3	SPC-00033		
4	SPC-00571		
5	SPC-00573		
6	SPC-00575		
7	SPC-00583		
8	SPC-00587		
9	SPC-00588		
10	SPC-00589		
11	SPC-00590		
12	SPC-01242		
13	SPC-01279		
14	PRC-00017		
15	PRC-00106		
16	PRC-00107		
17	PRC-00112		
18	SOP-0H00		
19	E7/1E		
20	E4.4E		



DECLARATION ON INSTRUMENTATION:

Item	Instrument	Make	Model	Calibration Date
1	Fusion Splicer			
2	OTDR			

DECLARATION ON INSTALLATION TOOLS AND EQUIPMENT:

Please provide the quantity of the tools as listed below, that will be available on the project.

Item	Description	Quantity
1	AC Installation Tool Set	
2	Pulley Slings	

ELECTRICAL C-CERTIFICATE (C-GREEN):

Please provide a list of names of staff with C-Green certification that will be used on the project:

Initials	Surname	ID Number	Expiry Date

Respondent's Signature

Date & Company Stamp

ANNEXURE-E

THIS SAFETY DOCUMENT IS RETURNABLE BY THE TENDERER

Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g NIOSA, OHSAS, IRCA System etc		
- If yes provide details		
- Is there a company SHE Management System, procedures manual or plan?		
- If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees?		
- If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available?		

ANNEXURE-E

THIS SAFETY DOCUMENT IS RETURNABLE BY THE TENDERER

- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. SHE Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide detail		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. SHE Consultation		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters? - If yes provide details		
- Are there appointed SHE representatives? - Comments		
6. SHE Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and		

ANNEXURE-E

THIS SAFETY DOCUMENT IS RETURNABLE BY THE TENDERER

incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

 Signed
 (Tenderer)

ANNEXURE-F



Tenderer Risk Management guideline

Risk Management plans

Company Name

Tender Description

Tender Number

Date

1. Business Continuity Management : The objective is to ensure continuity of service provision to TFR in case on any interruptions which may arise from the tenderer's site aligned to applicable standards	Submitted	
	YES	NO

1.1 BCP Risk Assessment for the project

Please provide a business continuity plan inclusive of the following

- Identification of risks of service interruption during the project
- Ranking of the Risks
- Mitigation of those risk
- Responsible person

1.2 Business Impact Analysis

- Identification of critical processes within the project
- Recovery Time Objective in case of any interruption that may arise
- Recovery Strategy: how will the supplier recover
- Operational dependencies eg. Operational equipments, telephones etc needed to ensure continuity
- Alternative supply of equipment and / or supply of extra staff
- Battle box (It comprises of all necessary documentation, equipments required for

1.3 Business continuity plan

- Emergency operating procedures
- Business continuity invocation action
- Project recovery resources
- Business / Supplier contact list
- Emergency contacts
- Document quality assurance control

2. Project Operational Risk Assessment : Identification of project delivery risks

- Project delivery risks in accordance with the project activities / Scope

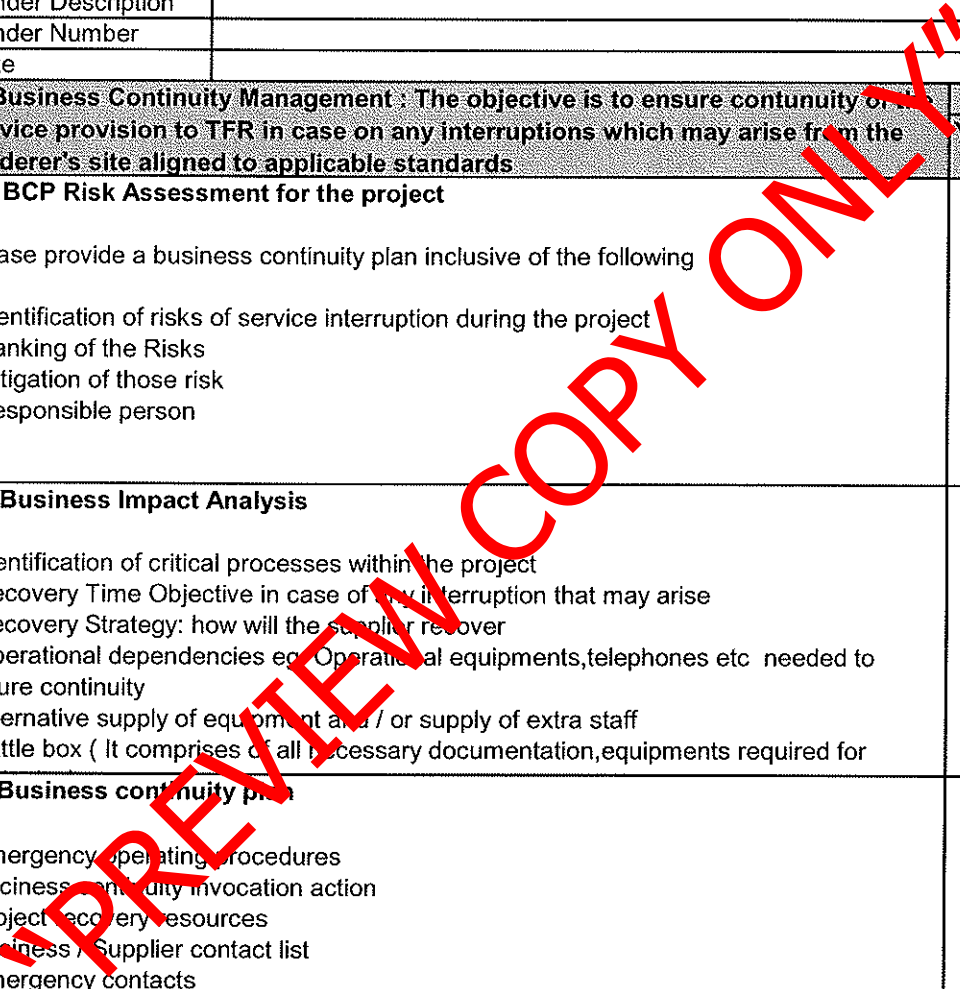
All risks should have mitigating measures and responsible person

3. Environmental management plans

- Submit Environmental mmanagement plan as per guidelines included in the tender

Company Representative Name

Signature



ANNEXURE - G

TENDER MEETING AND SITE INSPECTIONS

Day-1:

1. Information session with SCS and all the tenderers at 13:30. This will be in a boardroom at Salkor Terminal Building, Saldanha.

Day-2:

1. Meet at Saldanha before the CTC at 08:30.
2. Travel to Km-19 and inspect the spur cable installation.
3. Travel to Loop-1 for a site inspection.
4. Travel from Loop-1 to Loop-2:
 - a. Inspect the entries and exits to the Loops.
 - b. Inspect the route where the pole route must run.
 - c. Inspect all areas where we tree and bush cutting is required.
 - d. Inspect all the areas where directional drilling must be done.
 - e. Inspect all areas where river or ravine crossings must be done.
 - f. Visit Repeater-A.
 - g. Visit Elands Bay train tunnel – southern, northern portals and the centre of the tunnel.
 - h. Stop off at a place north of the tunnel to show the current OFC installation with the compression clamps.
5. Travel from Loop-2 to Lamberts Bay:
 - a. Inspect the route where the pole route must run.
 - b. Inspect all areas where we tree and bush cutting is required.
 - c. Inspect all the areas where directional drilling must be done.
 - d. Inspect all areas where river or ravine crossings must be done.
 - e. Inspect the spur cable installation at Km-101.
6. Sleep over at Lamberts Bay.

Day-3:

1. Travel from Lamberts Bay to Loop-3 (Start at 08:00):
 - a. Inspect the entries and exits to the Loops.
 - b. Inspect the route where the pole route must run.
 - c. Inspect all areas where we tree and bush cutting is required.
 - d. Inspect all the areas where directional drilling must be done.
 - e. Inspect all areas where river or ravine crossings must be done.
2. Travel from Loop-3 to Olifants River Bridge at Km-175 and inspect the spur cable into the bridge.
3. Return home.



Appendix (i)

GENERAL BID CONDITIONS - SERVICES

[January 2014]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

6 VALIDITY PERIOD

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the RFX.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend (i) a site visit where it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, could be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

12.1 If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b) accept an order in terms of the Bid;
- c) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- d) comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

12.2 If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:

- a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
- b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
- c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
- d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- e) 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
- f) has made any misleading or incorrect statement either
 - (i) in the affidavit or certificate referred to in clause 18 [*Notice to Unsuccessful Respondents*]; or
 - (ii) in any other document submitted as part of its Bid submissionand is unable to prove to the satisfaction of Transnet that
 - it made the statement in good faith honestly believing it to be correct; and
 - before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
- g) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
- h) has litigated against Transnet in bad faith;

- i) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- j) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 12.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

12.3 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

12.4 Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFX.

14 PRICES SUBJECT TO CONFIRMATION

14.1 Prices which are quoted subject to confirmation will not be considered.

14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid 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 Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

16.1 The Respondent 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 Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.

- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 17.2 Transnet reserves the right to accept any Bid in whole or in part.
- 17.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent 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.

23 CONTRACTUAL SECURITIES

23.1 The successful Respondent, 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 an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

23.2 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.

23.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.

23.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.

23.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23 will be for the account of the Service Provider.

24 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it does not wish to tender.

25 VALUE-ADDED TAX

25.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

25.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and

- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

26 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

26.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 26.1a) above. Failure to comply with clause 26.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23 above [*Contractual Securities*].

26.2 Conditional Discount

Respondents 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 from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

27 DELIVERY REQUIREMENTS

27.1 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 the Terms and Conditions of Contract.

27.2 Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

27.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of*

Services” section in the Terms and Conditions of Contract will not be applicable in these circumstances.

28 SPECIFICATIONS AND COPYRIGHT

28.1 Specifications

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

28.2 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

29 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- 29.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 29.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 29.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 29.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) 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 a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

29.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [**EFT**]:

- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

30 CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

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Appendix (ii)

**STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET
[January 2014]**

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1 INTRODUCTION

When an Agreement is entered into between Transnet SOC Ltd [**Transnet**] and the appointed supplier of Services to Transnet [**the Service Provider**], these Standard Terms and Conditions of Contract, the technical specifications for the Services, a Work Order including such special conditions as may be applicable, and any terms in the associated Bid Documents, exclusively govern the provision of Services by the Service Provider to Transnet.

2 DEFINITIONS

Where the following words or phrases are used in the Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means the Agreement and its associated schedules and/or annexures and/or appendices, including the Work Order(s), specifications for the Services and such special conditions as shall apply to the Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed in writing between the Parties], which collectively and exclusively govern the provision of Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under the Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to the Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means [●], notwithstanding the signature date of the Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of the Agreement;
 - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

- f) information relating to the past, present and future research and development of the disclosing Party;
 - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
 - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
 - j) Copyright works;
 - k) commercial, financial and marketing information;
 - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
 - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
 - n) information concerning faults or defects in goods, equipment, hardware or software or the incidence of such faults or defects; and
 - o) information concerning the charges, Fees and / or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 2.8 **Default** means any breach of the obligations of either Party [including but not limited to fundamental breach or breach of a fundamental term] or any Default, act, omission, negligence or statement of either Party, its employees, agents or Subcontractors in connection with or in relation to the subject of the Agreement and in respect of which such Party is liable to the other;
- 2.9 **Deliverable(s)** means any and all works of authorship, products and materials developed, written, prepared, assembled, integrated, modified or provided by the Service Provider in relation to the Services;
- 2.10 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.11 **Fee(s)** shall mean the agreed Fees for the Services to be purchased from the Service Provider by Transnet, as detailed in the Work Order(s), issued in accordance with the Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of the Agreement from time to time;
- 2.12 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to the Agreement;

- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 **Materials** means the Deliverables, the Service Provider Materials and the Third Party Materials;
- 2.16 **Parties** mean the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and their assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 **Patents** mean registered Patents and Patent applications, when the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by Personnel or employees of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the provision of Services;
- 2.22 **Service(s)** means [], the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of the Agreement;
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;
- 2.25 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.26 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of the Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;

- 2.28 **Third Party Material** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Service Provider in the performance of the Services;
- 2.29 **Trade Marks** mean registered Trade Marks and trade mark applications and includes any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.30 **VAT** means Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time; and
- 2.31 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including timeframes, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to the Agreement from time to time.

3 INTERPRETATION

- 3.1 Clause headings in the Agreement are included for ease of reference only and do not form part of the Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word, acronym or phrase used in the Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in the Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 The Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements of Transnet, the delivery of which Services is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider, in accordance with the Agreement.
- 4.2 Such Purchase Orders shall be agreed between the Parties from time to time, subject to the terms of the relevant Work Order(s).
- 4.3 Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 4.4 During the period of the Agreement, both Parties can make written suggestions for amendments to the Work Order(s), in accordance with procedures set out in clause 29 [Amendment and Change Control] below. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Work Order(s) conflicts with a like term, provision or condition in the Agreement and/or a Purchase Order, or where the Agreement is silent on the matter, the term, provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

- 4.6 Time will be of the essence and the Service Provider will perform its obligations under the Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to enter into an agreement in the name of the other; or give any warranty, representation or undertaking on the other's behalf; or create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 WARRANTIES

- 6.1 The Service Provider warrants to Transnet that:
- it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by a duly authorised representatives of the Service Provider;
 - it will discharge its obligations under the Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
 - it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
 - it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
 - the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 6.2 The Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 6.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.
- 6.3 The Service Provider warrants that for a period of 90 [ninety] days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] days of notification by

Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

6.4 The Service Provider will remedy any defect within 30 [thirty] days of being notified of that defect by Transnet in writing.

6.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.

6.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 6.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 29 [Amendment and Change Control].

6.7 The Service Provider warrants that:

a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and

b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.

6.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with the Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

6.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

6.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of the Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of the Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

7 TRANSNET'S OBLIGATIONS

- 7.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to perform the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under the Agreement.
- 7.2 The Service Provider shall give Transnet reasonable notice of any information it requires in accordance with clause 7.1 above.
- 7.3 Subject to clause 14 [*Service Provider's Personnel*], Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under the Agreement.

8 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

8.1 The Service Provider shall:

- a) respond promptly to all complaints and enquiries from Transnet;
- b) inform Transnet immediately of any dispute or complaint arising in relation to the provision of the Services;
- c) conduct its business in a professional manner that will reflect positively upon the Service Provider and the Service Provider's Services;
- d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the performance of the Services and keep such records for at least 5 [five] years from the date of each such transaction;
- e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and the conduct of the business and activities of the Service Provider;
- f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993;
- g) comply with all applicable environmental legislation and regulations, and demonstrate sound environmental policies, management and performance; and
- h) ensure the validity of all renewable certifications, including but not limited to its Tax Clearance Certificate and B-BBEE Verification Certificate, for the duration of the Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

8.2 The Service Provider acknowledges and agrees that it shall at all times:

- a) render the Services and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet and demonstrate a commitment to performing the Services timeously, efficiently and to the required standards;

- c) endeavour to provide the highest possible standards of service and professionalism, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Personnel, as well as all Transnet's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination [as further referred to in clause 23 – *Equality and Diversity*];
- g) treat all enquiries from Transnet in connection with the Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image; and
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the provision of Services.

9 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

9.1 B-BBEE Scorecard

- a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past. It is also a fundamental requirement of the RFP that the Service Provider/supplier also contributes to the Supplier Development Programme, as applied by Transnet.
- b) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of the Agreement.
- c) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:

- (i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - (ii) a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) days of such request. A failure to provide such data shall constitute a Service Provider Default and may be dealt with in accordance with the provisions of clause 19**Error! Reference source not found.**
- e) In the event there is a change in the Service Provider's B-BBEE status, then the provisions of clause 19**Error! Reference source not found.** shall apply.

9.2 B-BBEE Improvement Plan

- a) Transnet encourages its Service Providers to constantly strive to improve their B-BBEE levels. To this end, the Service Provider undertakes to provide Transnet with a B-BBEE Improvement Plan to indicate the extent to which their B-BBEE status will be maintained or improved over the contract period, as per Annexure of the RFP.
- b) The Service Provider shall, for the duration of the Agreement, comply with the B-BBEE Improvement Plan.
- c) The terms of the B-BBEE Improvement Plan and monetary value of the commitments thereunder shall not (unless otherwise agreed in writing) be less or less favourable than the commitments made by the Service Provider in such B-BBEE Improvement Plan.

9.3 Supplier Development Implementation Plan

- a) In addition to the Supplier Development Plan which the Service Provider provided as part of its bid, the Service Provider undertakes, as stipulated in the RFP, to provide Transnet with a Supplier Development Implementation Plan [**the Implementation Plan**] setting out the nature, extent and monetary value of the Service Provider's commitments which the Service Provider shall undertake, as well as mechanisms and procedures to allow for access to information and verification of the Service Provider's compliance with the Implementation Plan, as shall be agreed with Transnet but in any event no later than 45 (forty five) days from the signature date of the LOI/LOA.
- b) The Parties undertake to negotiate in good faith with a view to agreeing the content of the Implementation Plan by no later than 45 (forty five) days as aforesaid (or such later date as Transnet may consent to in writing).
- c) If the Parties (acting reasonably and in good faith with due consideration to the Supplier Development Plan proposed by the Service Provider in response to the RFP fail to reach agreement on the Supplier Development Implementation Plan within the time limit stipulated in the clause above, it shall constitute a Service Provider Default and Clause 19**Error! Reference source not found.** shall apply.
- d) The Supplier's Implementation Plan shall include, but not be limited to Technology transfer, New skills development, Job creation, Job preservation, Small business promotion and Rural integration and regional development.

- e) The terms of the Implementation Plan's and the monetary value of the commitments thereunder shall not (unless otherwise agreed in writing) be less or less favourable than the commitments made by the Service Provider in the Supplier Development Implementation Plan.

9.4 **Green Economy/Carbon Footprint**

- a) In addition to the Supplier Development and B-BBEE commitments that the Service Provider makes, the Service Provider has in its bid provided Transnet with an understanding of the Service Provider's position with regard to issues such as waste disposal, recycling and energy conservation.

9.5 **Reporting**

- a) The Service Provider shall monitor, audit, and record in an auditable manner, its own implementation and compliance with the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and provide the Contract Manager with such information as the Contract Manager may reasonably request concerning the implementation of the B-BBEE Improvement Plan and the Supplier Development Implementation Plan.
- b) The Service Provider shall, every 3 (three) months from the Commencement Date and within 7 (seven) days of the end of the calendar month of that 3 (three) months period, provide Transnet with a report (for monitoring purposes only) in respect of each of the undertakings stipulated in this clause 9.5.
- c) Transnet, through its Supplier Development division, shall, every 6 (six) months from the Commencement Date, review and verify the Service Provider's undertakings stipulated in this clause with respect to B-BBEE and Supplier Development commitments, based on the Service Provider's report.
- d) The Service Provider shall attach adequate proof to enable Transnet to verify compliance with the B-BBEE Improvement Plan and Supplier Development Implementation Plan.
- e) Post verification of the submitted report to Transnet, Transnet shall engage with the Service Provider on the findings. The Contract Manager, assisted by the relevant specialist from Transnet's Supplier Development division, must report to the Service Provider at the end of every 6 (six) months as to whether or not the Contract Manager and/or the Supplier Development specialist reasonably considers, based on the information available to it, that the Service Provider has during such time complied with the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and the extent, if any, to which the Service Provider has not so complied.
- f) Without prejudice to the Transnet's rights under the Agreement:
 - (i) if the Contract Manager and/or Transnet's Supplier Development specialist reasonably considers that the Service Provider is not at any time complying with B-BBEE Improvement Plan and/or the Supplier Development Implementation Plan, the Contract Manager and/or the Supplier Development specialist may make such recommendations as is considered reasonably appropriate to the Service Provider as to the steps he reasonably considers should be taken by the Service Provider in order for the Service Provider to remedy such non-compliance and the time period within which such steps must be taken;

- (ii) If such recommendations are not implemented by the Service Provider in accordance with such recommendations, then the provisions of clause 9.6; and
 - (iii) Transnet may at any time request a meeting with the Service Provider to consider any non-compliance reported to it by the Supplier Development specialist of Transnet and/or the Contract Manager or which otherwise comes to its attention. Both Parties must attend such a meeting and negotiate in good faith with a view to reach agreement on the steps or actions that the Service Provider must undertake in order to remedy that non-compliance.
- g) In the event the Service Provider is found not to have met the B-BBEE and Supplier Development requirements agreed upon in the B-BBEE Improvement Plan and the Supplier Development Implementation Plan, and/or is found to be fraudulent in submitting the reports, then Transnet shall impose a non-compliance penalty as provided for in clause 9.6 below or shall be entitled to terminate in terms of clauses 18 and 19.
- h) For the sake of completion of its contractual obligations, the Service Provider shall be obliged to complete all the undertakings made under the B-BBEE Improvement Plan and the Supplier Development Implementation Plan 5 to 6 months before the Termination Date.

9.6 Penalties

Non Compliance Penalties:

- a) If the Service Provider fails, at any time, to achieve its commitments under and in accordance with the B-BBEE Improvement Plan and the Supplier Development Implementation Plan ("a **Non Compliance**"), the Service Provider shall, subject to Clause 9.6 [*Non Compliance Penalty Cap*], pay a Non Compliance penalty ("Non Compliance Penalty") to Transnet in respect of such Non Compliance at the applicable rate ("Applicable Rate"), as prescribed in clause 9.6(i) below.
- (i) Non Compliance Penalties shall be calculated as a percentage of the Contract Value and accrue at the Applicable Rate per month until:
 - (ii) the date on which the Service Provider has remedied such Non Compliance by complying with the Supplier Development Implementation Plan and/or the B-BBEE Improvement Plan (as applicable); or if earlier
 - (iii) the Agreement being terminated.

Applicable Rates of Non Compliance Penalties (for Large Enterprises Only):

- b) In relation to the Supplier Development Implementation Plan, Non Compliance Penalties shall accrue at the following Applicable Rates:
- (i) for the first month (or part thereof), a rate of 0.25% (one quarter per cent);
 - (ii) for the second month (or part thereof), a rate of 0.5% (one half a per cent);
 - (iii) for the third month (or part thereof), a rate of 1.0% (one per cent);
 - (iv) for the fourth month (or part thereof), a rate of 1.25% (one and one quarter per cent); and
 - (v) for any period of Non Compliance after the fourth month, a rate of 1.5% (one and a half per cent).

- c) In relation to the B-BBEE Improvement Plan, Non Compliance Penalties shall accrue at the following Applicable Rates:
- (i) for the first month (or part thereof), a rate of 1.0% (one per cent);
 - (ii) for the second month (or part thereof), a rate of 1.5% (one and a half per cent);
 - (iii) for the third month (or part thereof), a rate of 2.0% (two per cent);
 - (iv) for the fourth month (or part thereof), a rate of 2.5% (two and a half per cent);
and
 - (v) for any period of Non Compliance after the fourth month, a rate of 3% (three per cent).

Non Compliance Penalty Cap (for Large Enterprises):

- d) The maximum amount of the Service Provider's liability to pay Non Compliance Penalties under this clause 9.6 shall not exceed:
- (i) in the case of the Supplier Development Implementation Plan, 5% (five per cent) of the Contract Value; and
 - (ii) in the case of the B-BBEE Improvement Plan, 5% (five per cent) of the Contract Value, (each a Non Compliance Cap).

Applicable Rates of Non Compliance Penalties (for QSEs and EMEs):

- e) In relation to the Supplier Development Implementation Plan, Non Compliance Penalties shall apply annually at the rate of 0.5% (one half per cent);
- f) In relation to the B-BBEE Improvement Plan, Non Compliance Penalties shall apply annually at the rate of 0.5% (one half per cent).

Non Compliance Penalty Cap (for QSEs and EMEs):

- g) The maximum amount of the Service Provider's liability to pay Non Compliance Penalties under this Clause 9.6 shall not exceed:
- h) in the case of the Supplier Development Implementation Plan, 1.5% (one and a half per cent) of the Contract Value; and
 - i) in the case of the B-BBEE Improvement Plan, 1.5% (one and a half per cent) of the Contract Value, (each a Non Compliance Cap).

Non Compliance Penalty Certificate:

- j) If any Non Compliance Penalty arises, the Contract Manager shall issue a Non Compliance Penalty Certificate on the last day of each month during such Non Compliance indicating the Non Compliance Penalties which have accrued during that period.
- k) A Non Compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non Compliance Penalty Certificate:
 - (i) the dispute shall be resolved in accordance with the provisions of the Agreement;
and
 - (ii) if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non Compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of

the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non Compliance Penalties:

- l) Subject to Clause k), the Service Provider shall pay the Non Compliance Penalty indicated in the Non Compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non Compliance Penalties accrued during any relevant period, those Non Compliance Penalties shall be carried forward to the next period.
- m) The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under the Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- n) Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated in above (as applicable), Transnet shall be entitled to deduct the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.
- o) The Non Compliance Penalties set forth in this Clause 9.6 are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Service Provider.

10 FEES AND EXPENSES

- 10.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.
- 10.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 10.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
 - a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet's standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.
- 10.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

11 INVOICING AND PAYMENT

- 11.1 Transnet shall pay the Service Provider the amounts stipulated in the relevant schedule or Work Order, subject to the terms and conditions of the Agreement.
- 11.2 Transnet shall pay such amounts to the Service Provider, upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation as specified in the Work Order appended

hereto, once the valid and undisputed Tax Invoices, or such portion of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the provision of the Services, in terms of clause 11.4 below.

- 11.3 All Fees and other sums payable under the Agreement are exclusive of VAT, which will be payable at the applicable rate.
- 11.4 Unless otherwise provided for in the Work Order(s) appended to the Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] days after date of receipt by Transnet of the statement together with all valid and undisputed Tax Invoices and supporting documentation.
- 11.5 Where the payment of any Tax Invoice, or any part thereof which is not in dispute, is not made in accordance with this clause 11, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

12 FEE ADJUSTMENTS

- 12.1 Fees for Services rendered in terms of the Agreement shall be subject to review as indicated in the Work Order(s) annexed hereto from time to time.
- 12.2 No less than 2 [two] months prior to any proposed Fee adjustment, the Parties shall commence negotiations for Fees for the next period or as otherwise indicated and appended hereto.
- 12.3 Should Transnet and the Service Provider fail to reach an agreement on Fees for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 26 of this Master Agreement [*Dispute Resolution*].

13 INTELLECTUAL PROPERTY RIGHTS

13.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt, all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.
- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

13.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in

Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of the Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.

- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of the Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- e) Subject to anything contrary contained in the Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld or delayed], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

13.3 **Title Improvements**

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

13.4 **Unauthorised Use of Confidential Information**

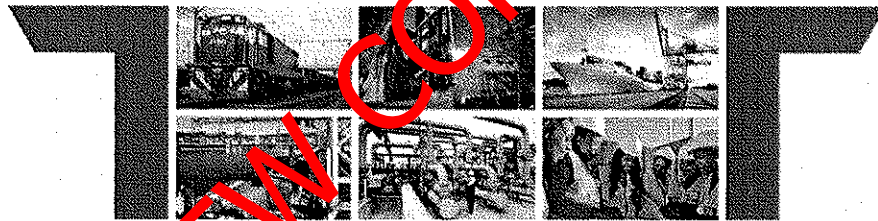
The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

APPENDIX 3

Transnet Freight Rail

Rail Network

**Technical Specification
OLOC-14051**



Upgrade of Optical Fibre Cable

Saldanha to Loop-4

May 2014

Revision 1.00

"PREVIEW COPY ONLY"

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Attached Annexures:

Annexure-A:	Bill of Material
Annexure-B:	Brochure on Brackets
Annexure-C1:	Eco Pole Base (Stay Plate)
Annexure-C1:	Surveys Saldanha to Loop-1
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Annexure-C3:	Surveys Loop-2 to Loop-3
Annexure-C4:	Surveys Loop-3 to Loop-4
Annexure-D:	Compliance Sheet

Attached Specifications:

19 x Specifications: As listed under *Item 3.3.1* on *Page 9*

1. Background:

- 1.1. An Optical Fibre Cable (OFC) was installed alongside the Ore Line (railway line) between Saldanha and Sishen and has been in service for the past ±6 years. The OFC is installed on the overhead high tension electrification masts (with **50 kV AC traction voltage**), with short sections on wooden poles.
- 1.2. The 185 km section between Saldanha and Loop-4 has deteriorated over the last couple of years due to high voltage arcing. The section must be upgraded in the following manner:
 - 1.2.1. The section between Loop-1 and Loop-3 must be replaced with a new optic fibre cable on a new wooden pole route.
 - 1.2.2. On the sections Saldanha (Salkor) to Loop-1, and Loop-3 to Loop-4, the pressure clamps on all the suspension brackets must be replaced with PLP Tangents.
- 1.3. The existing optical cables are operational and carry broadband services and utmost care must be taken not to interfere with these services.
- 1.4. Completion of the Works is expected as soon as possible but not later than November 2014. TFR will free issue sufficient Optical Fibre Cable (as indicated in the BoQ) for work to commence during September 2014. All Labour, Optical accessories, general and miscellaneous materials (as indicated on the BoQ) must be supplied by the successful contractor.
- 1.5. The installations, the wooden poles, cable support brackets, core drilling, trenching of short underground sections, replacing existing and new track crossings, installations into existing buildings, termination and testing, are also required and called for in this tender request.
- 1.6. Emphasis is placed on safety and safe working procedures and contractors shall adhere to all instructions and procedures issued with this tender enquiry. See the list of safety specifications in Section 3.3.1 for detail and requirements.
- 1.7. To expedite the tendering process, a Bill of Quantities (BoQ) is attached for the required section. The BoQ is as accurate as can be established at this stage. Tenderers are required to quote in accordance with the BoQ.
- 1.8. Detail surveys sheets are attached to assist with the tendering process.

- 1.9. Before commencement of the project, the Contractor and a TFR Representative must do a re-survey of the works. The re-measurement and adjustment of quantities (BoQ) must be done but quoted unit prices will apply and will serve as a base line for the Works.
- 1.10. Tenderers must specify their installation capacity, plant and tools, proficiency, and ability to carry out the work, keeping in mind the deadline required.
- 1.11. A compulsory Tenderer's meeting with site inspections will be arranged and this will be done over two and a half days.

2. Purpose / Objective:

The purpose of this Demand Request is to bring into being a contract for the upgrade of the OFC in the following sections and manner:

- 2.1. Install and terminate a 36-core optic fibre cable on a wooden pole route between Loop-1 and Loop-2, a distance of approximately 50 kilometres. This will include an 800 meter train tunnel at Elands Bay.
- 2.2. Install and terminate a 24-core optic fibre cable on a wooden pole route between Loop-2 and Loop-3, a distance of approximately 52 kilometres.
- 2.3. Install and terminate an optic fibre spur cable to a wayside site at Km 19.5. The length of the spur cable is approximately 500 meters.
- 2.4. Install an optic fibre spur cable inside the bridge that crosses the Olifants River close to Wedendal. The length of the spur cable is approximately 1400 meters.
- 2.5. Install and terminate an optic fibre spur cable between the Elands Bay train tunnel and Repeater-A (a radio site on top of the mountain above the tunnel). The length of the spur cable from the tunnel is approximately 150 meters.
- 2.6. Replace all the pressure clamps, on the suspension brackets, with PLP Tangents between Salkor and Loop-1 and between Loop-3 and Loop-4. This is a distance of approximately 84 kilometres (44 +40 km).
- 2.7. Remove the old cable and brackets between Loop-1 and Loop-3. The section of cable between Km-79.5 and Loop-2 must be disposed of by the contractor. The rest of the optic fibre cable removed must be rolled up, and together with the removed brackets, must be returned to TFR.

3. The Technical Specification

3.1 Introduction

Transnet Freight Rail (TFR) requires the successful Contractor to:

- 3.1.1. Perform the work as described in Section 2 and Section 3.2 below.
- 3.1.2. Perform the pre-testing of the OFC drums as per attached specification. This must be approved by TFR Telecoms QA.
- 3.1.3. The contractor will have to install the first 8-km (2 drums) which must be checked and approved by TFR Telecoms QA before the contractor can proceed.
- 3.1.4. The project will also require the installation and termination of the OFC in telecom equipment rooms and optic fibre joints.
- 3.1.5. Perform post-installation test of each installed section as per attached specification. This must be approved by TFR Telecoms QA.
- 3.1.6. Provide as-installed drawings of the new fibre installations and spur cable routes.
- 3.1.7. Some of the work will require pre-approved electrical occupations.

3.2 Scope

- 3.2.1. Install a new optic fibre pole route between Loop-1 and Loop-2. This is a distance of ± 50 km and runs from Km-44 to Km-94. This is a 36-core optic fibre which must be terminated on patch panels in Loop-1 and Loop-2 and all the in-between joints must be terminated. This section includes an 800 meter train tunnel at Elands Bay.

A joint must be provided at Pole-78/16 at the southern portal of the tunnel (unless the previous joint is within 500 meters from this point). There is an existing joint at Pole-78/14 and these two joints (on the old cable and on the new cable) must be coupled with a 24-core OFC of which only the last tube must be terminated (6-in and 6-out).

- 3.2.2. Install a new optic fibre pole route between Loop-2 and Loop-3. This is a distance of ± 52 km and runs from Km-94 to Km-146. This is a 24-core optic fibre which must be terminated on patch panels in Loop-2 and Loop-3 and all the in-between joints must be terminated.

There is an existing Wayside site at Km-101 which is coupled to the existing OFC. This site must be reconnected to the new OFC by means of a spur cable. If there is not a joint available within 500-meters of the site, then a new joint must be provided at the site. The spur cable must be coupled to the last tube in the joint (6-in and 6-out) and the other end must be terminated in the Wayside site on a patch panel. The existing core-drill tube must be used for the rail crossing and the same entry method than the existing, must be followed into the site.

3.2.3. Install and terminate a 24-core optic fibre spur cable between an existing joint at Pole-19/3 and a Wayside site at Pole-19/15. The length of the spur cable is approximately 500 meters of which 440 meters must be installed on the H-Beam electrical overhead mast poles. It will be required to core-drill underneath the rail for the underground crossing to the Wayside site. Only the last tube must be terminated (6-in and 6-out). The optic fibre spur cable must be terminated in the Wayside site on a patch panel.

3.2.4. Install an optic fibre spur cable inside the bridge that crosses the Olifants River nearby to Vredenda. The length of the spur cable is approximately 1400 meters of which the bridge is 1000 meters. The bridge is situated between Pole-175/7 and pole-176/5.

There is an existing joint at Pole-174/17 and the optic fibre spur cable must be terminated on the last tube in this joint (6-in and 6-out). The OFC cable will run on H-Beam electrical overhead mast poles for a short section from where it will go, via a wooden pole and a short section of trenching, into the bridge.

The OFC will be suspended inside the bridge at a height of approximately 2-meters. The OFC will have false termination every 250 meters and a suspension bracket every 50 meters. These brackets are not an off-the-shelf item and will have to be manufactured. Drilling into the bridge structure is not permitted and these brackets will fit or be mounted in existing holes in the bridge. These holes are round holes with a diameter of approximately 40mm. Three slack-coils must be provided inside the tunnel, one at each end and one in the middle of the tunnel.

3.2.5. An optic fibre spur cable must be installed from the centre of the Elands Bay train tunnel to the radio repeater site (Repeater-A) on top of the mountain above the tunnel. There is an existing duct between the repeater site and

the tunnel that is currently used for a radio feeder cable and a power cable into the tunnel. The distance between the tunnel and the repeater site is approximately 150 meters.

The old OFC going into the tunnel will be coupled to the new OFC once the link cable has been terminated between the two joints at the south portal of the tunnel. Once the new OFC pole rout has been completed and all the services have been transferred to the new OFC, the old cable can be cut on the northern side of the tunnel at around Km Point-79.5. The section of cable back to the centre of the tunnel can be removed from the electrical mast poles and from the brackets in the tunnel, to the point where the connection duct between top and bottom is situated.

This OFC must be pulled up the duct to be terminated in the equipment room in Repeater-A. The OFC must be strapped to a 4mm stainless steel wire rope at 1 meter intervals and then, once it is installed (pulled up), the top-end of the wire rope must be fastened to an anchor point at the top exit of the duct.

3.2.6. All the pressure clamps on the suspension brackets between Salkor and Loop-1 must be replaced with PLP Tangents. This is a distance of approximately 44 kilometres and runs from Km-0 to Km-44.

3.2.7. All the pressure clamps on the suspension brackets between Loop-3 and Loop-4 must be replaced with PLP Tangents. This is a distance of approximately 40 kilometres and runs from Km-146 to Km-186.

The pressure clamp is described in **Specification SPC-00583** but it must be indicated that each of the installed clamps have two bolts with nuts that must be removed to release the clamp from the OFC. A split-pin and a washer hold the pressure clamp on the hook of the mast support bracket.

The OFC cable is installed on the H-Beam electrical overhead mast poles and the work will be done under live conditions. The remote working method with the fiberglass sticks must be used to lower and raise the brackets to replace the pressure clamps with tangents.

All the removed pressure clamps must be returned to TFR at Saldanha.

3.2.8. Remove the old cable, brackets (Laser Fab suspension, termination and joint brackets) and pressure clamps between Loop-1 and Loop-3. This is a distance of approximately 102 kilometres and runs from Km-44 to Km-146. The OFC cable is installed on the H-Beam electrical overhead mast poles.

The work will be done under live conditions and the remote working method with the fiberglass sticks must be used to lower the brackets. This section of OFC has currently been lowered to 2-meters above ground level.

All the brackets and pressure clamps that are removed must be returned to TFR and must be delivered to the Saldanha depot. The section of cable between Km-79.5 and Loop-2 (± 14 kilometre) must be disposed of by the contractor at their own cost. **Specification PRC-0017** must be followed with the disposal of the OFC. The rest of the optic fibre cable removed, must be rolled on drums of at least 2-km per drum and must be returned to TFR. This must be delivered to Saldanha and Vredendal depots.

3.2.9. Cut the bushes and trees that will be too high under the new pole route. These bushes and trees must be treated not to regrow. These areas are indicated in the survey sheets. All the trees and bushes that were cut must be removed by the contractor.

3.2.10. Provide as-installed drawings of the new fibre installations and spur cable routes. This must include GPS plots of the routes and also GPS coordinates of every installed joint and termination point.

3.2.11. As part of the contract the contractor must provide two complete "AC Installation Tool Sets" as provided by Laser Fab.

3.2.12. Other portions of the work may also entail civil construction works like core / directional drilling, hand trenching, sub ducting, backfilling and compaction, constructing pipe and draw-pit systems, rail-track pipe crossings, bush clearing, tree felling, etc. Tenderers must state their expertise in this area of civil construction and provide a reference list of works successfully completed.

3.2.13. The following optical fibre cable accessories must comply with Specification **SPC-00583** which specifies the quality requirements of TFR Telecom equipment:

- 3.2.13.1. Splice protectors (TIS/Raytech or similar).
- 3.2.13.2. Joint closures with organisers (Aerial) (TIS/Tank or similar).
- 3.2.13.3. 19" Optical termination sub-racks fully populated with a patch-lead organiser (TIS/Tyco or similar).
- 3.2.13.4. Mid-couplers, pigtails, optical connectors (DARTCOM or similar).
- 3.2.13.5. All the mid-couplers and interfacing must be E2000 APC.

3.3 The Technical Requirements

3.3.1. The installation works and materials offered must comply with the following specifications. Any deviations from these specifications must be clearly stated in a clause by clause statement of compliance to each specification. Failure to do so will result in automatic disqualification.

3.3.1.1. **SPC-00029:** Trenching, Laying and Hauling in of Communication Cables.

3.3.1.2. **SPC-00033:** Optical Fibre Testing Equipment.

3.3.1.3. **SPC-00571:** Single Mode Optical fibres (information only).

3.3.1.4. **SPC-00573:** OFC Make-up (information only).

3.3.1.5. **SPC-00575:** Erection of Self-Supporting OFC on Traction Masts.

3.3.1.6. **SPC-00583:** Optic Fibre Accessories.

3.3.1.7. **SPC-00587:** Specification for Horizontal Directional Drilling.

3.3.1.8. **SPC-00588:** Specification for OFC Ducts.

3.3.1.9. **SPC-00589:** Civil Engineering Works associated with Underground Telecom Plant

3.3.1.10. **SPC-00590:** Working to Way-leaves, Site Establishment, Safety and Local Authority Requirements.

3.3.1.11. **SPC-01240:** Wooden Poles for OFC Installations.

3.3.1.12. **SPC-01270:** Erection of Wooden Pole Routes.

3.3.1.13. **PRC-00017:** Disposal of Hazardous Waste

3.3.1.14. **PRC-00106:** Post-Installation Tests of Optic Fibre Cable.

3.3.1.15. **PRC-00107:** Pre-Test Quality of OFC on Drums.

3.3.1.16. **PRC-00112:** Written Safe Work Procedure for Erection of Self-Supporting OFC on AC OHTE.

3.3.1.17. **SOP-0H00:** Safe Work Procedures for working in confined spaces.

3.3.1.18. **E7/1:** Works on, over, under or adjacent to railway lines and near to high voltage equipment.

3.3.1.19. **E.4E:** Compliance with the Occupational Health and Safety Act (Act 85 of 1993).

3.3.2. The wooden poles required for the installation is a combination of 8-meter, 9-meter and 11-meter poles as indicated on the survey sheets.

3.3.3. The wooden poles must be planted 65-meter apart and Contractor must endeavour to keep the poles 2-meters away from the fence.

3.3.4. Poles on which steel duct is mounted must be protected at the bottom with a cement collar. This can be done with cement mixed on site.

3.3.5. **SPC-01279** is the full specification for wooden pole routes in which the application of "**line**" and "**wind**" stays are described in detail. On this project however, most poles will be planted in soft sand and there is limited or no space available for wind stays. The option is then available in the specification to concrete the poles where wind stays cannot be provided.

There is a new product available on the market called an "**Eco Pole Base**" (referred to as a "**Stay Plate**" in the survey sheets), which are used to plant poles in soft sand and replaces the line and wind stays. The eco pole base was tested and approved by our QA Department and can be recommended as an alternative for stays or concreted poles.

In our surveys and BoQ we used the eco pole base as the alternative for stays and poles that must be concreted. All the poles with terminations and joints must have an eco pole base or stays (eco pole bases were allocated in the BoQ). All the other poles where stays are required as listed in the survey sheets, eco pole bases were allocated in the BoQ.

Stays must however still be provided on the poles as indicated in the survey sheets. At the line-end stay poles and at poles where river and ravine crossings are required, the stays must be adequate to sustain the additional weight at these poles. These stays must be approved by QA Department.

3.3.6. Where raised bridges cross the railway line, core / directional drilling must be used through the compact ground foundation of the bridge to cross underneath the road/bridge. These crossings are all indicated on the survey sheets.

3.3.7. River and ravine crossings will be done on suspension cable (same as stay cable) with Comfy Clamps supporting the OFC every 1-meter.

3.3.8. Where the pole route is on the left of the service road in the area of the equipment room where it must be terminated, the OFC must be suspended across the road from the last pole to the tower. From the tower, the OFC will enter the building on an existing cable tray.

3.3.9. Where the pole route is on the right of the track in the area of the equipment room where it must be terminated, the rail crossing must be done in the existing core-drilled pipe available and then follow the existing method of entry. New wooden poles may have to be planted as part of the installation.

3.3.10. The OFC provided for the section between Loop-1 and Loop-2 will be 36-core optic fibre cable and the OFC cable provided for the section between Loop-2 and Loop-3 will be 24-core cable and must be installed accordingly.

This free issued single mode anti-tracing aerial cable will be "fit for purpose" for the required performance and will be available at Saldanha.

3.3.11. All underground OFC must be placed in 32 mm OFC specific sub-duct. Where the sub-duct is directly buried, it must be indicated by means of marker tape above the sub-duct and cable markers as per the appropriate specification. The preferred method of installing underground OFC in long distance ducts is by "blowing in" the OFC.

3.3.12. The successful tenderer will be responsible for the transportation of the cable and materials from the storage depot at Saldanha to the Contractor's site camp or direct to the various sites of work. The Contractor must ensure that the correct materials and quantities allocated for a specific route is taken out to site and accept full responsibility for such materials once it has been removed from storage.

3.3.13. Tenderers must note that the OFC drums must be pre-tested by the Contractor. Caution must be exercised in OFC transportation to site. Full responsibility is placed on the Contractor for the safe transportation of the drums to site.

3.3.14. The optical fibre cable is supplied on wooden drums in lengths of 4000 metres plus additional 50 metres per drum for testing and cut back.

3.3.15. Tenderers must have the necessary certificated persons and the correct installation tools to successfully complete the work. The tenderer's response to this requirement will be considered in the evaluation process.

3.3.16. Tenderers must familiarise themselves with the requirements stipulated in this document as well as all other documents, annexures and specifications referred to in this document.

3.3.17. Any item or requirement that is not clear to the tenderer must be clarified with the TFR Telecoms Project Manager before submission of tenders.

3.4 Other Requirements

3.4.1. Tenderers must quote for all aspects of the work and materials as per this request, the specifications and the BoQ. If certain work or materials are not quoted for, it must be clearly stated in the covering letter of this proposal.

3.4.2. Tenderers must quote separately for alternative items or changes they may recommend.

- 3.4.3. The material and labour to be supplied by the Contractor must be derived from the BoQ (Annexure A). The TFR-Telecoms BoQ format must be used to supply this information. A soft copy in Excel format will be provided.
- 3.4.4. The BoQ has been set up for all the material (required quantity + spares) to be quoted under the "Material Total Cost" Column. The "Labour Total Cost" column will however only reflect the total cost of the required quantity of material and will exclude labour cost for the spare material.
- 3.4.5. Any materials, installation and other items excluded from the BoQ, but required to complete the installations in the Tenderer's opinion must be shown separately in the tender response.
- 3.4.6. All materials and installations must comply with the incorporated specifications. These specifications must be considered to be embodied as part of this specification.
- 3.4.7. Tenderers must allow and include overtime and week-end work as minimum interruptions to train services will be allowed.
- 3.4.8. Should the cost of certain material items offered be too excessive in TFR's opinion, TFR reserves the right to supply any of this material quoted for, free of charge.
- 3.4.9. Tenderers must state their experience in the installation, splicing and testing of self-supporting optical fibre cables on OHTE, Wooden pole routes and underground installations as well as the provision of quality installations. The Tenderer's response to this requirement (capacity and capability) will be considered in the evaluation process.
- 3.4.10. TFR will "free issue" materials as indicated on the BoQ.
- 3.4.11. The following must be considered to be embodied within this specification :
- 3.4.11.1. All specifications and drawings referred to in the specifications.
 - 3.4.11.2. **Annexure A** – Bill of Quantities.
 - 3.4.11.3. **Annexure B1 to B2** – Brochure on Brackets
 - 3.4.11.4. **Annexure C1 to C4** – Survey Sheets.
 - 3.4.11.5. **Annexure D** – Compliance Sheet.
- 3.4.12. The following documentation must be submitted with the tender response as it will be required for the tender evaluation:
- 3.4.12.1. The completed Bill of Quantities spread sheet, **Annexure-A**.

- 3.4.12.2. A clause by clause response to this specification **OLOC 14051**.
- 3.4.12.3. The completed Compliance Sheet, **Annexure-D**.
- 3.4.12.4. Submission of the companies "Risk & Safety Plans" which will be applicable for this project.
- 3.4.12.5. A document providing TFR with the companies available "Capacity and Resources" including the capacity and resources that will be used on this project.
- 3.4.12.6. A detailed "Deliver Schedule" or project plan.

3.5. Delivery and Penalties:

- 3.5.1. The works must be completed within 5 months of the award of the contract.
- 3.5.2. The project deliverable will be a complete functional installation of a completed section.
- 3.5.3. Should the Contractor become aware of any issues beyond his control that may delay the works, he must then apply for an extension of time within 10 working days.
- 3.5.4. Penalties of 2 % of the contract value per week late will be invoked.

3.6. Installation:

- 3.6.1. On-site deviations from the agreed survey will only be allowed with the consent and instruction of both parties.
- 3.6.2. The Malesela Taihan **24-fibre, A/T, ADSS**, aerial self-supporting OFC parameters are as follows :
 - 3.6.2.1. Mass of cable: 83 kg/km.
 - 3.6.2.2. Installation tensile force not to be exceeded: 1.0 kN.
 - 3.6.2.3. Outside diameter: 10.76 mm.
 - 3.6.2.4. Minimum bending radius: 130 mm.
 - 3.6.2.5. Nominal delivery length: 4 000 m.
- 3.6.3. The Malesela Taihan **36-fibre, A/T, ADSS**, aerial self-supporting OFC parameters are as follows :
 - 3.6.3.1. Mass of cable: 89 kg/km.
 - 3.6.3.2. Installation tensile force not to be exceeded: 1.0 kN.
 - 3.6.3.3. Outside diameter: 10.92 mm.

- 3.6.3.4. Minimum bending radius: 130 mm.
- 3.6.3.5. Nominal delivery length: 4 000 m.
- 3.6.4. The Laser Fab remote installation bracket must be used on this AC Section where installations are performed on the H-beam overhead masts.
- 3.6.5. 3CR12-stainless steel "coastal" brackets are required for this project for H-beam, wooden pole, bridge brackets and building entry brackets.
- 3.6.6. Preformed fittings shall be of the "allu-clad" type.
- 3.6.7. Where optic fibre work must be performed on the cable or brackets that are installed on the overhead on electrification traction masts with 50 KV AC Traction Voltage, the remote support bracket and remote method of installation must be used. See **SPC-00575** for detail.
- 3.6.8. Tenderers must take specific note of the safety aspects as depicted in the Written Safe Work Procedure **PRC-00112** as well as the safety arrangements and instructions attached thereto, and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and regulations. A Statement of Compliance must be submitted for **WSWP PRC-00112**.
- 3.6.9. Sufficient Certificated employees to work on OHTE structures must be in the Contractors employment during construction works. The names of certificated employees must be provided with the proposal.
- 3.6.10. The Contractor must be equipped with all the required plant, tools, safety equipment and PPE (Personal Protective Equipment) to effectively and safely carry out the Works.
- 3.6.11. Where electrical and track occupations are required, these must be arranged by the Contractor with the TFR-Telecom Supervisor and Electrical Officer. This must be arranged 21-days prior to the occupation. Overtime and weekend work will be required depending on the occupations program.
- 3.6.12. Maximum benefit must be gained from normal electrical and track occupations requested by other departments. It is therefore imperative that the TFR Telecom Supervisor and Contractor's Supervisor attend the regular "occupation" meetings arranged by Train Operations.
- 3.6.13. Contractors must note that TFR Telecoms will utilize one TFR Telecom supervisor / inspector at any time during the contract period to inspect the progress and quality of the Contractor's work. This person is not available on a full time basis on site and will make scheduled and random site visits.

3.6.14. The successful Contractor must appoint a Site Supervisor for the duration of the contract. The Site Supervisor must take full responsibility and be on site for the full duration of the contract.

3.6.15. The Contractor's site supervisor must be issued with a site diary and TFR will have a site instruction book available. These books must be kept updated at all times and copies handed over to the TFR Telecoms Project Manager at progress meetings.

3.6.16. Contractors must take note that Freight Rail must approve and supervise all underground and overhead (boom) rail crossings.

3.7. Pre-Testing, Splicing and Termination:

3.7.1. Tenderers must note that OFC drums must be pre-tested by the Contractor prior to installation. The test must be done in compliance with TFR Standard Test Procedure No. **PRC-00107**.

3.7.2. Splicing, termination and post installation testing must be included by tenderers.

3.7.3. Terminations must be done by the Contractor at Loop-1, Loop-2, Loop-3, the wayside site at Km-19.5 and the wayside site at Km-101.

3.7.4. When replacing the OFC, the same slack and coils as per existing OFC must be provided in the backbone cable, for future express jointing and splicing.

3.8. Final Testing, Commissioning, Inspection and Acceptance:

3.8.1. The Contractor will be responsible for the testing of all installations and this must be allowed for in their bid.

3.8.2. Post installation testing must be included in the quotation and will be carried out in compliance with TFR Standard Test Procedure No. **PRC-00106**. Therefore, emphasis is placed on the correct installation techniques to enable TFR Telecoms to obtain the results required.

3.8.2.1. All post installation test values must be presented to TFR Telecoms Quality Assurance Department in **.trc** format. This must be done immediately on completion of testing of the sections and before calling for a final inspection.

3.8.3. Final testing and commissioning of transmission equipment will be carried out by TFR.

- 3.8.4. The Site Supervisor and the Project Manager will carry out progress, quality and safety inspections at random during the duration of the Works.
- 3.8.5. Quality Assurance, the Project Manager, Project Supervisor and the Contractor must jointly carry out final acceptance. The Contractor must advise the Project Manager two (2) weeks in advance that the work is ready for inspection / acceptance.
- 3.8.6. Outstanding observations and small defects (snags), not affecting system functionality, as indicated by the Project Manager at the final inspection, must be corrected by the Contractor within one month of acceptance.
- 3.8.7. The Project Manager will issue a "**Notice of Completion**" certificate at his own discretion on completion and acceptance of the Works or on pre-determined functional sections of the Works.
- 3.8.8. Tenderers shall provide a 12 months guarantee period on the quality of all materials and work performed from the date stated on the "Notice of Completion" certificate. This guarantee shall include "return to site" to rectify all non-conformances reported by the Project Manager.

4. Sign-off on the Technical Specification

DESIGNATION	NAME & SURNAME	SIGNATURE	DATE
Programme Manager Western Region	Johan Visser	Approved	12-05-2014
Technical Manager Telecommunications	Johannes Moolman	Approved	19-05-2014
Transmission CET Ore Line	Alec Daniels	Approved	19-05-2014
CET Quality Assurance Telecommunications	Joseph Loretz	Approved	20-05-2014
Depot Engineering Manager	GG. Nortier	Approved	19-05-2014
Senior Engineer Transmission Support	Eric van der Merwe	Approved	20-05-2014



Appendix (iv)

NON DISCLOSURE AGREEMENT - SERVICES

[January 2014]

"PREVIEW COPY ONLY"

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

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

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

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

2. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. WAIVER OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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