



TRANSNET FREIGHT RAIL  
a Division of  
TRANSNET SOC LIMITED  
(Registration No. 1990/000900/30)

**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER: CRAC-EFQ-8726**

**DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT  
FOR A PERIOD OF THREE (3) MONTHS**

**ISSUE DATE : 29 MAY 2012**  
**CLOSING DATE : 19 JUNE 2012**  
**OPTION DATE : 30 SEPTEMBER 2012**  
**CLOSING TIME : 10H00**

**INFORMATION SESSION: 05 JUNE 2012**  
**VENUE: ROOM 700, FLOOR 7, 1 ANVIL ROAD, ISANDO**  
**TIME: 10H00**

**TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL,  
GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, AND  
JOHANNESBURG.**

**TENDER ENVELOPE TO BE MARKED AS FOLLOWS: STRESS MEASUREMENTS FOR SECTIONS UNDER  
VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS**

**RFQ NUMBER: CRAC-EFQ-8726**



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**DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS**

**SCHEDULE OF DOCUMENTS**

- 1. Notice to Bidders**
- 2. Requisition for quotation**
- 3. Information/Briefing Session**
- 4. Scope of Work and General specification**
- 5. Returnable Schedules / Documents**
- 6. Supplier Declaration Form**
- 7. Contractual Safety Clause**
- 8. General Tender Conditions(CSS5-goods)**
- 9. Standard Terms and Conditions of Conduct(US7 – Services)**
- 10. Non-Disclosure Agreement**
- 11. Supplier Code of Conduct**

"Preview Copy Only"

**SECTION 1****RFQ NUMBER: CRAC-EFQ-8726****DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS****NOTICE TO BIDDERS**

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 29/05/2012 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg during office hours 08h00 to 15h00.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

**NOTE:** This amount is not refundable.

Receipts to be presented prior to collection of the RFQ.

<b>NAME</b>	:	<b>Goodhope Kunene</b>
<b>Tel</b>	:	<b>(011) 584-0607</b>
<b>Email</b>	:	<b>Goodhope.Kunene@transnet.net</b>

Tenders in Duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**Tender No : CRAC-EFQ-8726**

**DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS.**

**Closing date and time: 19 June 2012 at 10h00**

**Closing address (refer options below)**

**DELIVERY INSTRUCTIONS FOR THIS RFQ: CRAC-EFQ-8726**

- 1 If posted**, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P .O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2 If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House, 21 Wellington road, Park town, Johannesburg and should be addressed as follows:

**THE CHAIRPERSON**



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

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

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

**3** **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.

1. Please note that this RFQ closes punctually at 10:00 on Tuesday 19 June 2012
2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

**8. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

RFQ CRAC-EFQ-8726

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

**In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.**

**However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).**

**BBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.**

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
- Rating level based on all 7 (seven) elements of the BBEE scorecard
  - Enterprises to provide BBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
- Rating based on any 4 (four) of the elements of the BBEE scorecard
  - Enterprises to provide BBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
- Automatic BBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBEE rating, i.e. 110% BBEE recognition
  - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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

**Each Respondent is required to furnish proof of its BBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.**

*Failure to submit your BBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBEE evaluation.*

**Turnover:** Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBEE certificate and detailed scorecard from an accredited rating agency.



RFQ CRAC-EFQ-8726

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

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

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

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

<p><b>DTI BBEE UNIQUE PROFILE NUMBER:</b></p> <p>.....</p>
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Failure to submit your BBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBEE evaluation.

• **SUPPLIER DEVELOPMENT (SD) / ENTERPRISE DEVELOPMENT (ED):**

Transnet's SD/ED Objective

- **Transnet's short-term Supplier Development and Enterprise Development objective is to align their SD/ED initiatives with their B-BBEE Strategy in order to achieve the maximum score on the B-BBEE Scorecard.**
- **Transnet's long-term objective as defined by the Enterprise Development vision, is to leverage medium to large suppliers, as external agents, to influence downstream ED opportunities within the greater Transnet supply chain, focusing on Rolling stock, Port Equipment and Infrastructure etc.**

Focus SD/ED Area's

- **A focus will be on providing small businesses with opportunities and preferential trading terms.**
- **Empowering HDI's to create their own business resulting is quality job creation.**
- **Consider SD/ED strategy which should include financial and non financial assistance to downstream suppliers as well as skills development.**

Respondents are requested to provide TFR with their Supplier Development (SD) / Enterprise Development strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria. The successful respondent/tenderer must submit a more detailed SD/ED plan within 60 days of award of contract.

**5. SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS**

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises.

- **Competitive Supplier Development Programme (CSDP):**

## Transnet's CSDP Objective

- **Transnet's CSDP objective is to influence Multinational organisations toward initiatives that lead to the development of local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base focusing on Rolling stock and Infrastructure.**

## Focus CSDP Area's

- **Applies to procurement event/s totaling greater than R70m (\$10m) with foreign companies**
- **Leveraging expanded maintenance and manufacturing initiatives.**
- **Skills development of scarce resources increasing the quality of jobs.**
- **Transfer of technology and innovation to local suppliers from foreign OEM's/companies**
- **Consider CSDP strategy which should include localization, sustainability and skills development as initiatives as a submission by tenderer.**

## CSDP Triggers:

CSDP transactions are triggered when:

- **There is a single contract of which the total value is equal to or exceeds USD10 million (~R70 million)**
- **There is a contract with a renewable option clause, should the option be exercised, the total value of the opportunity is equal to or exceeds USD10 million (~R70 million)**

Furthermore, there is a CSDP obligation if the total value of the contract is less than USD10 million (~R70 million) but one of the following apply:

- **There is an opportunity to develop a local industry within Transnet's supply chain;**
- **When a limited local supply base exists and the potential to develop existing suppliers is evident;**
- **When there is a strong opportunity for IP and skills transfer to local suppliers and/or Transnet.**

Respondents are requested to provide TFR with their CSDP strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level CSDP proposal to include localization, sustainability and skills transfer which will be subject to evaluation as per the CSDP evaluation criteria. The successful respondent/tenderer must submit a more detailed CSDP plan within 60 days of award of contract.

## 9. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.

**10. RFQ SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

**10.1 INSTRUCTIONS FOR COMPLETING THE RFQ**

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

**11. COMPLIANCE**

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

**12. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- 
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rand
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

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

<b>FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE PROPOSAL BEING REJECTED.</b>
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**13. DISCLAIMERS**

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

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



RFQ CRAC-EFQ-8726

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work Performed in connection with the Proposal, whether or not the Respondent is awarded a contract.

**14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Trans net's Legal Counsel.**

NAME OF RESPONDENT:

PHYSICALADDRESS:

Indent's contact person:	Name:	_____
	Designation:	_____
	Telephone:	_____
	Cell phone:	_____
	Facsimile:	_____
	Email:	_____

**TRANSNET urges its clients and suppliers to report  
Any fraud or corruption  
On the part of Transnet' employees to  
TIP-OFFS ANONYMOUS: 0800 003 056**



**SECTION 2**

**RFQ NUMBER: CRAC-EFQ-8726**

**DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS**

**REQUISITION FOR PROPOSAL**

**REQUISITION FOR PROPOSAL**

**MESSRS:** .....  
 .....  
 .....  
 .....

Tel (011)  
 Fax (011)

**ISSUE DATE**      29-05-2012

**CLOSING DATE**      19-06-2012 (10h00)

SUPPLY CHAIN SERVICES	
Contact: Goodhope Kunene	
Tel: 011 584 0607	

<b>Prices in South African currency, including all costs.</b>			
<b>Direct to consignees</b>			
<b>ITEM NO:</b>	<b>DESCRIPTION:</b>		<b>PRICE:</b>
<b>Total price</b>			
<b>2.Prices must be V.A.T. exclusive</b>			
3. Direct delivered to:	Vereeniging		
4.Contact person:	Goodhope Kunene 011 584-0607		

**5.COMPULSARY DOCUMENTS  
 NOTE**

5.1.Return of tender documents

The tender documents must be submitted on the closing date in **duplicate** and failure To do so will automatically disqualify your offer.

5.2.The following documents are compulsory, and they must be attached to the tender document If **Not** your tender will not be considered.

- a) Tax Clearance Certificate
- b) Supplier Declaration Form

- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card



## 6. FRAUD HOTLINE

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

Hotline telephone: 0800 003 056

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

**Fax: 0800 007 788**

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

## 7. BUSINESS ADJUDICATION CRITERIA:

### Technical:

- Compliance to Specification

### Commercial offer

- Competitive pricing

### BBBEE

- Broad Based Economic Empowerment status of the company.  
Provide BBBEE certification

SECTION 3



RFQ NUMBER: CRAC-EFQ-8726

DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS

INFORMATION BRIEFING SESSION:

A **COMPULSORY** Information briefing session will be held at the following venue:

Time : 10h00  
Date : 05 June 2012  
Venue : 7<sup>th</sup> Floor, Room 700, 1 Anvil Road, Isando

**1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

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

.....

.....

TRANSNET'S REPRESENTATIVE  
REPRESENTATIVE

TENDERER'S

DATE : .....

"Preview Copy Only"



## SECTION 4

### DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS

#### SCOPE OF WORK

#### Rail Stress Measurement

##### 1. SCOPE OF THE WORKS

- 1.1 This contract covers the rail stress measurement on lines owned or maintained by Transnet Freight Rail. The contract area will include all lines, and the contractor will be required to work on site at any place within the area specified.
- 1.2 The work includes :
  - 1.2.1 Rail stress measurements with a Stress Measurement Frame that is suitably and accurately calibrated inclusive of all work associated with the rail stress measurement.
  - 1.2.2 Boxing-out and boxing-in of ballast on sleepers with fist fastenings. Ballast work associated with ballast on the foot of the rail in the case of pandrol sleepers.
  - 1.2.3 Rail stress measurement should only be done when the rail is in tension mode, preferably at a temperature between 5°C and 20°C.
  - 1.2.4 Loosen the rail over 20m length and lift the rail 70mm high, using the rail stress measurement frame.
  - 1.2.5 Measure the lifting force required to lift the rail 70mm and determine the stress free rail temperature.
  - 1.2.6 All supervision and labour, tools and equipment unless otherwise specified, required for carrying out the work.
  - 1.2.7 Daily scheduling of all the machines, equipment and labour to suit the rail stress measurement activities.
  - 1.2.8 Any work arising out of or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.
- 1.3 Specific requirements.
  - 1.3.1 It is a specific condition of this contract that Rail Stress Measurement is done in line with a program of Rail Stress Measurement. The Contractor shall therefore have to move from depot area to depot area and re-establish.
  - 1.3.2 The Contractor shall clearly and comprehensively state in his tender what production rates are offered.
  - 1.3.3 As per Clause 5.1 of the E5 (MW) (Nov 1996) the risk associated with normal weather (rain, high or low rail temperature) is with the contractor.
  - 1.3.4 Occupations are not always granted on time as requested and approved. Occupation time is from 04:00-12H00 as requested and approved, due to train operational reasons, some delays occur, resulting in production work time shifting into the warmer part of the day. The risk of obtaining suitable rail temperature shall in such cases rest with the Contractor. The waiting time on site before occupations are granted shall not be considered a basis for a claim for Standing Time.



## 2. DEFINITIONS

For the purpose of this contract the definitions in terms of clause 1 of the General Conditions of Contract E.5 (M.W.)(November 1996) shall be amplified as follows: -

- 2.1 Project Manager. The person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the contract.
- 2.2 Technical Officer. Any person appointed by the Project Manager to deputise for him/her in supervising and carrying out the contract.
- 2.3 Normal Working Hours (NWH). A continuous shift of 8,0 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days. The Technical Officer will determine the starting times, which may vary to suit seasonal changes or train time tables.
- 2.4 Maximum Occupation Time (TOM). Occupation time of 8, 0 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days.
- 2.5 Working time. The time between the actual start and end times of an occupation, excluding time on the critical path of the day's relay operations lost which may be attributed to Transnet freight rail.
- 2.6 Standing time. Standing time shall apply only in cases where fruitless availability of the operation has been incurred by the Contractor due to cancellation of occupation time at short notice and only from the date on which the Guaranteed Amount of work has been completed.
- 2.7 Overtime.  
Occupation time worked in excess of  $T_{OM}$  Weekdays  
Or Occupation time worked in excess of  $T_{OM}$  on Saturdays,  
Or Occupation time worked in excess of  $T_{OM}$  on Sundays,  
Or Occupation time worked in excess of  $T_{OM}$  on statutory public paid holidays applicable to the Contractor.  
Shifts worked in excess of Normal Working Hours (clause 2.5)  
  
Normal Shift Working (not exceeding Normal Working Hours)  
  
Shifts (8.0 hours) worked on Saturdays up to Normal Working Hours (clause 2.5)  
Shifts (8.0 hours) worked on Sundays up to Normal Working Hours (clause 2.5)  
Shifts (8.0 hours) worked on Public Paid Holidays up to Normal Working Hours (clause 2.5)
- 2.8 Occupation. The formal closure of the line to normal rail traffic for a specified period of time arranged in accordance with Infrastructure Occupation Management System (IOMS) and implemented in accordance with the Protection Manual.
- 2.9 Machinery. The machinery provided by the Contractor for executing the Work, complete with all fittings, accessories and ancillary equipment including trailers, caravans and spare parts, as may be required to comply with the Contract specifications.
- 2.10 Latest edition of specification/standards. All specifications referred to in the contract documents, but not bound therein, shall be the latest edition or revision, which was published up to 3 months prior to the closing date of tenders. See clause 12.
- 2.11 Project specification. The terms "special conditions" and/or "special conditions and specifications" are replaced by "project specification" wherever they appear in the contract documents.

## 2 PRIORITY AND ORDER OF WORK

RFQ CRAC-EFQ-8726

3.1 Commencement and Duration of Contract

3.1.1 Starting date.

The Contractor shall commence as soon as both parties have agreed on the quotations.

3.1.2 Duration of contract

The contract will commence from 01 July 2012 and be completed not later than 4 months after the commencement date.

3.1.3 Schedule and program of work.

The Contractor shall commence work according to a work schedule (see Annexure A and B) that is provided with the tender. The Contractor must submit his proposed detail programme based on this.

3.1.4 The Contractor shall clearly and comprehensively state in his tender what production rates are offered for Rail Stress Measurement

3.2 Programme to be submitted with the Tender.

3.2.1 A typical concise relay programme showing the tenderers planned programme and the order in which he intends to do the daily relay operations shall be submitted with the tender.

3.2.2 Detailed Relay Programme. Within 7 days of commencement of the work, the contractor shall finalize a detailed construction programme for approval (see clause 3.1.3). Further to clause 13.5 of the E.5 (M.W.) (November 1996), the Contractor shall also revise this programme weekly for submission at regular site meetings or ensure that it be minuted that no revision was necessary.

**4 DETAIL OF THE WORK REQUIRED**

4.1 Order of Work

The order of operations is left to the Contractor with the proviso that: -

4.1.1 The basis of this contract shall be that the entire operation for Rail stress measurement shall be completed utilizing one Site Establishment per depot (see pay item 1). Only to the extent that actions or the lack thereof by Transnet Freight Rail will cause this to become impossible to execute the approved programme of work then de-establishment and subsequent re-establishment may be authorized by the Technical Officer.

4.2 Preparation of track for Rail Stress Measurement.

4.2.1 The Contractor shall provide all resources and labour to do all preparations on the track on which Rail Stress Measurement will be done.

4.2.2 On Fist type sleepers the Contractor shall box out ballast sufficiently to undo the fist fastenings. Ballast shall be boxed in again and the ballast profile reinstated as before after Rail Stress Measurement is completed.

4.2.3 On Pandrol type sleepers the Contractor shall box out excess ballast to allow unhindered Rail Stress Measurement. If more ballast than necessary is boxed out this shall be boxed in again and the ballast profile reinstated as before after Rail Stress Measurement is completed. .

4.3 Ballast distribution

4.3.1 On fist type sleepers the Contractor shall box out the ballast sufficiently to be able to undo rail-to-sleeper

RFQ CRAC-EFQ-8726  
fastenings.

- 4.3.2 After Rail Stress Measurement, all available ballast shall be boxed-in and regulated to the ballast.
- 4.3.3 Separate payment will be made for boxing out, boxing in and regulating on Fist and where applicable also on Pandrol sleepers.
- 4.4 Safety.
- 4.4.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.
- 4.4.2 Security for all of the Contractor's staff, vehicles, Machinery, equipment and materials shall remain the responsibility of the Contractor. The Contractor may use station yards and Transnet Freight Rail premises from time to time but the responsibility and cost to provide such security, which may be required, shall be for the Contractor's account. No separate payment shall be made and the cost thereof shall be deemed to be included in the rates tendered. No claim whatsoever in this regard shall be entertained by Transnet Freight Rail.
- 4.4.3 The Contractor shall prepare and submit to Transnet Freight Rail at the start of the Contract, a comprehensive safety plan which shall also cover the following headings:
- 4.4.3.1 Transportation of flammable/explosive materials and/or equipment on the same road or rail vehicle as personnel.
- 4.4.3.2 Storing flammable/explosive materials and/or equipment.
- 4.4.3.3 Fire prevention and fire fighting plan.
- 4.4.3.4 Safety procedures for staff when working on double line sections.
- 4.4.3.5 Safe working procedure for all aspects of the operation, inclusive of all moving of Machinery by rail if required by the Contractor.
- 4.4.4 The method of work shall be such that at all times it shall comply with Transnet Freight Rail Specification E7/1.
- 4.4.5 Normal protection measures in accordance with the Transnet Freight Rail Protection Manual shall apply.
- 4.4.6 All protection arrangements shall at all times remain under the supervision and responsibility of a Transnet Freight Rail track master or track inspector.
- 4.4.7 The Contractor shall supply his own flagmen for the protection process. Transnet Freight Rail shall train a maximum of 8 flagmen at no cost to the Contractor, and the Contractor must indicate the number of flagmen to be trained in his tender. All additional training of flagmen shall be for the Contractor's own account.
- 4.4.8 The Contractor shall appoint a person at every work site whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. See clause 4.11.12 for Safety Procedure.
- 4.4.9 The Contractor shall not allow any persons on the work site to venture within the structure gauge of any adjacent line when this warning procedure is not operating effectively.
- 4.4.10 The warning device shall be such that it's sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the centre of each work site. The cost to the Contractor of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 4.4.11 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure

RFQ CRAC-EFQ-8726

shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

4.4.12 All reasonable steps to effectively prevent the occurrence of veld fires shall be required from the Contractor. Such fire fighting equipment and resources deemed necessary to effectively fight any veld fire which may occur as a result of the work shall be required at each relay site and shall form part of this Contract. The cost to provide such fire fighting equipment and resources shall be deemed included in the rates tendered and no separate payment shall be made.

4.4.13 Where work is to be done in tunnels the Contractor shall comply with the requirements of Act 85 of 1993, General Safety Regulations Number 5: Work in Confined Spaces (Page 1612).

4.5 Training.

4.5.1 General.

4.5.1.1 The Contractor shall ensure that all staff working on or with the contract are adequately trained, so as to comply with any relevant safety and quality requirements.

4.5.1.2 It is the Contractor's responsibility to ensure that his staffs are trained. At the commencement of the contract, Transnet Freight Rail shall assist the contractor with the initial on-the-job training for the staff as specified below, so as to assist the Contractor to qualify the worker's / staff. The Contractor shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks.

4.5.1.3 Where training is required by the Contractor and Transnet Freight Rail is committed to provide training, the contractor shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the contractor shall then arrange with the appropriate Transnet Freight Rail Perway Production manager, through the technical officer, for this training / testing.

4.5.2 Training of Track Workers

At the commencement of the contract, assistance with the training, to qualify the Contractors workers to perform the following tasks shall be given:

4.5.2.1 Quality measurements as required for track work.

4.5.3 Training of Track Inspectors, Track Masters and or Tradehands (Perway):

4.5.3.1 This training shall be solely the responsibility of the contractor. The Contractor for these positions shall use only fully qualified people. The Contractor shall ensure that staff used, do comply with requirements for the industry.

4.5.3.2 The Contractor's Track Master/Track Inspector shall take full charge of the Contractor's resources on the work site. An employee/agent appointed by the contractor, will not act as, or be allowed to take on any responsibility as, the *person-in-charge-of-the-occupation*. The function of *person-in-charge-of-the-occupation* is restricted to competent Transnet Freight Rail employees only.

4.5.3.3 The *person-in-charge-of-the-occupation* shall be a competent Transnet Freight Rail employee, reporting to the Transnet Freight Rail Depot Engineer. This person shall be responsible for the following on a work site:

- Taking occupations
- Placing and controlling the flagmen
- Declaring the track safe for the passage of trains
- Cancelling the occupation and recalling the flagmen
- Communication with train traffic control with regard to occupation matters.

4.5.4 Training of Flagmen:

- 4.5.4.1 The Contractor shall provide all flagmen for use on this contractor, the appropriate training for the flagmen can be provided by Transnet Freight Rail at the start of the contract.
- 4.5.4.2 Where the contractor requires flagmen to be trained, the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.
- 4.5.4.3 Flagmen must be officially trained, evaluated and certified competent, (Transnet Freight Rail 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.
- 4.5.4.4 In cases where a person was not performing flagmen duties for a period of 6 months or longer, he must be re-tested and again be re-certified competent, before he may be re-used for Protection Duties.
- 4.5.4.5 The Transnet Freight Rail Depot Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as contractor's personnel within the track maintenance environment on his depot.
- 4.5.4.6 The Depot Engineer is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties
- 4.5.5 Training of bonders.
- 4.5.5.1 Bonders removing, replacing or repairing damaged bonds, shall be trained to ensure that only work which they are trained and allowed to do, is done by them.
- 4.5.5.2 The initial initialisation training of bonders can be arranged for with the Transnet Freight Rail accredited electrical trainer, through the technical officer. (Refer note in clause 4.12.6.4 arrangement of this training.)

## **5 FINANCIAL**

### **5.1 Penalties**

- 5.1.1 If the Contractor does not meet the minimum production rate (clause 3.2), Transnet Freight Rail reserves the right to either reduce payments on a proportional rate basis on all production related rates in accordance with the actual production rate or to cancel the contract with immediate effect.
- 5.1.2 In the event of the contractor failing to complete the works as per Annexure A and B within the contract period then a penalty of R1000 per day shall apply to each work site for each day beyond the completion date of the contract that the presence of the contractor is required.
- 5.1.3 In the event of exceedance of an approved Occupation by the contractor a penalty of R500 per hour or part thereof shall apply.
- 5.1.4 In the event of train delays by the contractor a penalty of R10000 per hour shall apply irrespective of the number of trains delayed.
- 5.1.5 Penalties shall be applied separately and independently from each other. Penalties shall not apply if delays were attributable to Transnet Freight Rail.

### **5.2 Value Added Tax.**

- 5.2.1 The tendered rates in the schedule of quantities and prices must exclude VAT. VAT will be calculated and added to the total of the monthly payment.

### **5.3 Security Deposits and Retention Money.**

- 5.3.1 Security deposits of 5% of the contract value will be required. No retention money will be recovered from the monthly payment certificates.

### **5.4 Site Establishment.**

- 5.4.1 A separate payment shall be made for each time that the Contractor establishes his operation at a new depot area. Any re-establishment within the same depot area will not be eligible for this payment. This payment shall

RFQ CRAC-EFQ-8726

not be made unless the Contractor's camp is moved. No other payments will be made for Preliminary, General and Site Establishment.

## 5.5 Schedule of Quantities and Prices.

5.5.1 The quantities in the Schedule of Quantities and Prices are estimated and may be more or less than stated.

## 6 CAMP AND OFFICE, SITE CONDITIONS AND REQUIREMENTS

### 6.1 Access to Work site, office, workshops.

6.1.1 The Contractor may make use of existing roads to gain access to site.

6.1.2 Transnet Freight Rail will however not be responsible for ensuring all weather passage to the Contractor.

6.1.3 Transnet Freight Rail will entertain no claims from the Contractor for production delays work done or expenditure incurred in gaining access to the work sites, offices, workshops or campsites.

### 6.2 Site Books

In addition to clause 13.3 of the E.5 (M.W.) (November 1996) the Contractor shall record in the site diary: -

6.2.1 Planned Occupation times and Actual Working times - including all time lost attributable to Transnet Freight Rail.

6.2.2 Details of performance and operational availability of the Machinery.

6.2.3 An accurate record of all material truck numbers (received and dispatched), material received, issued, installed in track, and released from track or material returned to Spoornet shall be kept. These records shall be kept in such a way that a clear audit trail is created of all material movements onto site, on site and removal from site.

6.2.4 Details of plant, machinery and labour on site shall be recorded signed by the Contractor's representative and countersigned by the Transnet Freight Rail representative on a daily based. Insofar as machinery is concerned this shall include model, type, number. Insofar as labour is concerned it shall include grade and number.

### 6.3 Site Meetings

6.3.1 The Contractor shall attend meetings at dates and times convened by the Technical Officer (normally once a week). Such meetings shall be for the purpose of discussing Machinery moves, actual progress versus construction programme, delays, materials, conditions and specifications, etc. The meeting will be held under the chairmanship of the Technical Officer and the proceedings will be minuted.

### 6.4 Danger of Contact with Electrical Conductors

6.4.1 The majority of the work will take place under or adjacent to electrified lines. Campsites, offices, workshops and staging facilities within the railway reserve will generally be in close proximity of live electrical equipment.

6.4.2 The Contractor's attention is therefore drawn to the instructions laid down in the specification for Works on, over, under or adjacent to Railway lines and near high voltage equipment - E7/1 (July 1998), and the addendums to clauses 1 and 3.

6.4.3 The Contractor shall, before commencing with any work, ascertain from the appointed Electrical Officer (Contracts) for the particular work area whether overhead or other electrical equipment are affected by the works and he shall ensure that all precautionary measures laid down in the E7/1 (July 1998), and the addendums to clauses 1 and 3 as well as by the Electrical Officer (Contracts) are strictly observed.

### 6.5 Services

RFQ CRAC-EFQ-8726

- 6.5.1 The Contractor shall inspect each worksite in advance of the day of the occupation for the presence of services that might interfere with the operation. In the event of the Contractor encountering any services that could affect the works, he shall notify the Technical Officer immediately and make arrangements for the removal thereof as specified in clause 5 of the E.5 (M.W.) (November 1996).

## **7 OCCUPATIONS**

- 7.1 Although not guaranteed, the Technical Officer will realistically arrange occupations according to the approved programme of approximately 6 hours for any one occupation up to a cumulative total of approximately 30 hours per 7-day period.
- 7.2 In exceptional cases it may be possible to arrange extended occupations on some sections of line on certain days. This will vary from time to time and section to section. It would therefore be possible to end a shift and leave the track as is without finalising and handing the track back to train operations for the running of trains during the night.
- 7.3 During the occupation the line will be closed to normal rail traffic over the section on which the Contractor is working. Protection of the site shall be as per the Protection Manual under direct control and supervision of a Transnet Freight Rail Platelayer/Track Inspector.
- 7.4 The Contractor shall however allow that: -
- 7.4.1 Before the end of any shift the commencement time (± 1 hour) and duration of the following occupation will be advised in writing.
- 7.4.2 Should it be necessary for Transnet Freight Rail to cancel an occupation, the Technical Officer based on the requirements of clauses 2.8, shall decide upon payment of Standing time.
- 7.4.3 Occupations may commence at any hour of the day or night and on any day of the week, but will normally be during daylight hours.
- 7.4.4 Any adjacent track will run normal train services at normal section speed. The Contractor will be required to apply his Safety Procedure in order to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line. See clause 4.9

## **8 TO BE SUPPLIED BY THE CONTRACTOR**

- 8.1 Except where otherwise specified, the Contractor shall at his own cost provide all labour, transport, consumable stores, (including fuel) plant, tools, equipment, services, materials and ingredients of every description required for the carrying out and completion of his contractual obligations and to the satisfaction of the Technical Officer. This shall specifically include:
- 8.2 Stabling of machines
- 8.2.1 The Machinery may at times be stabled overnight at the work-site, loop-lines in the vicinity of the work-site or nearby station yards. In all instances responsibility for security of the Contractor's staff and Machinery will be that of the Contractor, at his own cost.
- 8.2.2 Transnet Freight Rail Security reserves the right to patrol high security areas wherein the machines may be stabled.
- 8.2.3 The Technical Officer Deputy shall undertake the locking of points for line used for stabling.
- 8.3 Safety Procedures.
- 8.3.1 Complete Safety procedures as per clause 4.11.

RFQ CRAC-EFQ-8726

8.4 Flagmen.

8.4.1 Eight flagmen for training by Transnet Freight Rail fully equipped with flags. See clause 4.11.

8.5 Machine and Labour schedules.

8.5.1 The Contractor in his tender shall supply accurate and comprehensive details of all staff and Machinery, which will be available on site for the rail stress measurement operation.

**9 RAIN AND ADVERSE WEATHER CONDITIONS**

9.1 The Contractor shall allow that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.

9.2 The risk for loss in production due to normal weather prevailing for the area shall be on the Contractor. In the event of abnormal weather conditions prevailing, the onus for proof shall be on the Contractor and Transnet Freight Rail shall consider a claim upon written proof submitted by the Contractor.

**10 PRECEDENCE OF CONTRACT DOCUMENTS**

10.1 In the event of any discrepancy or inconsistency between contract documents, the order of precedence shall be.

10.1.1 Contractor's letter accompanying his tender and subsequent correspondence.

10.1.2 Project specification together with particular drawings.

10.1.3 E.5 (M.W.) (November 1996) General Conditions of Contract for Maintenance of Assets.

10.1.4 Standard or type drawings.

10.1.5 Standard specifications, i.e., E7/1 (July 1998), E4E (April 1997) and E10 Specification for Trackwork, Manual for Track Maintenance (2000) referred to as MTM (2000), Transnet Freight Rail Specification for Welding (SSS), Spoornet Safety Guidelines for Infrastructure.

**11 MEASUREMENT AND PAYMENT**

11.1 ITEM1: Site Establishment.

11.1.1 A Site Establishment will be paid every time the Contractor establishes his operation in a new depot area.

11.1.2 Site Establishment shall not be paid for unless pre-approved by the Technical Officer.

11.1.3 This Site Establishment payment shall be independent of whether the Contractor uses the free on rail facility or moved his operation by road.

11.1.4 No separate payment shall be made if the Contractor chooses to move his operation by road instead of by rail.

11.1.5 This shall be an all-inclusive payment for all costs incurred by the Contractor associated with the establishment of his operation in the new depot area.

11.1.6 The Contractor should note that some depot areas where he will be required to work are wide spread and often involve several hundred kilometres from one end to the other. Re-establishment of the Contractor's operation inside a depot area will however not be paid for.

RFQ CRAC-EFQ-8726

11.1.7 The basis of this contract shall be that the entire operation for Rail Stress Measurement completed utilizing one Site Establishment per depot. Only to the extent that actions or the lack thereof by Transnet Freight Rail will cause this to become impossible to execute the approved programme of work then de-establishment and subsequent re-establishment may be authorized by the Technical Officer.

11.1.8 ITEM 2: Rail Stress Measurement of track

Payment shall be made for Rail Stress Measurement for each rail measured with the Stress Frame.

11.2 ITEM 3: Standing time

11.2.1 Payment per hour for standing time will be made when the Contractor was required to be available for work and the occupations are cancelled at short notice and his availability turns out to be fruitless.

11.2.1.1.1 Standing time will apply if cancellation of an occupation happens on the same day as what the occupation was supposed to take place.

11.2.1.1.2 If notice of cancellation of an occupation is given to the Contractor at least before the end of the shift preceding the occupation-day or before 12H00 on the day preceding the occupation day then Standing time will not apply.

11.2.1.1.3 Occupations completed before the end of an announced occupation shall not be a basis for any claim for standing time.

11.2.1.1.4 Payment shall be per hour and shall be inclusive for the whole of the relaying operation.

11.2.2 ITEM 4: Overtime

11.2.2.1.1 Overtime will be paid per hour for approved occupation time worked in accordance with clause 2.9.

11.2.2.2 Overtime shall only be worked in exceptional cases.

11.2.2.2.1 Overtime shall not be paid unless the Technical Officer prior to the Overtime being worked has given written approval after consultation with the Project Manager.

11.2.2.3 The rates for Overtime shall be inclusive for the relaying operation as a whole.

11.2.3 ITEM 5 Normal Shift Allowance (not exceeding Normal Working Hours)

11.2.3.1.1 Normal Shift Allowance (not exceeding Normal Working Hours) will be paid for one shift of 8.0-hours worked in accordance with Normal Shift Working. See clause 2.10.

11.2.3.1.2 If this Normal Shift Rate (not exceeding Normal Working Hours) is paid on a particular day none of the occupation time up to 8.0 hours for that shift will qualify for Overtime payment.

11.2.3.1.3 If the total occupation time on any particular day exceeds the 8.0-hour shift then Overtime will apply at the respective rates. See clause 2.9.

11.2.3.1.4 The rates for Normal Shift Working (not exceeding Normal Working Hours) shall be inclusive for the relaying operation as a whole.

11.2.4 ITEM 6: Night Shift Allowance (Occupation time between 19H00 and 05H00)

11.2.4.1.1 Night Shift Allowance will be paid for the part of an 8-hour shift which happens to be falling between the hours of 19H00 to 05H00. See clause 2.11.

RFQ CRAC-EFQ-8726

- 11.2.4.1.2 Night Shift Allowance will be over and above Overtime and Shift Allowance but independent of on which day of the week the Night Shift is worked.
- 11.2.4.1.3 Night Shift Allowance shall be only for the portion of the shift which falls between 19H00 and 05H00
- 11.2.4.1.4 The rate for Night Shift Allowance shall be inclusive for the Rail Stress Measurement operation as a whole.
- 11.2.5 ITEM 7: Day labour.
  - 11.2.5.1.1 Payment shall be made for work in accordance with Day labour rates for other work, which is not included in the rates tendered.
  - 11.2.5.1.2 The actual time worked by Flagmen on Protection duties shall be paid for against the relevant rate as Day Labour.
  - 11.2.5.2 The other Day Labour rates shall be used only in exceptional cases.
    - 11.2.5.2.1 Payment for work in accordance with Day labour rates shall not be made unless prior written agreement with the Technical Officer and after consultation with the Project Manager.
    - 11.2.5.2.2 Day Labour rates shall be all inclusive except for transport, which shall be paid separately.

**SCHEDULE OF QUANTITIES FOR RAIL STRESS MEASUREMENT (2011-2012)**

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1.0	Site Establishment	Sum			
2.0	Stress Measurements ( both legs = 1 Set )	Set	1500		
3.0	Boxing in and out of ballast ( Pandrol sleepers)	Per 20m			
4.0	Boxing in and out of ballast ( Fist sleepers)	Per 20m			
4.0	Standing Time				
5.0	Overtime				
5.1	Overtime Weekdays-Normal Overtime	Operation Hour/Month			
5.2	Overtime Saturdays- Saturday time	Operation Hour/Month			
5.3	Overtime Sundays and Public Holidays-Sunday time	Operation Hour/Month			
5.4	Night shift allowance	Operation Hour/Month			
6.0	Day Labour				
6.1	Driver	Man Hour	1		
6.2	General workers	Man Hour	20		
6.3	Track master	Man Hour	1		
6.4	Flagman	Man Hour	2		
		<b>SUB TOTAL</b>			
		<b>VAT</b>	<b>14%</b>		
		<b>TOTAL</b>			



**SECTION 5**

**DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS**

**RETURNABLE DOCUMENTS**

**C.1.Returnable Schedules / Documents required for tender evaluation purposes**

	<b>Returnable Schedules / Documents</b>	<b>YES/NO/N/A</b>	
1	Certificate Of Authority For Joint Ventures (Where Applicable	x	
2	Schedule of the Tenderers Experience	x	
3	Certificate of Attendance at Clarification Meeting		
4	Labour Payment Schedule	X	
5	Supplier Declaration form (version2)	X	
6	Letter of Good Standing with the Compensation Commissioner	x	
7	Original / Certified BBBEE Rating Certificate With Detailed Scorecard	X	
8	Statement Of Compliance With Requirements Of The Scope Of Work	x	
9	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets where BBBEE not provided.	x	
10	Certified Copy of Share Certificates CK1 & CK2	x	
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x	
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x	
13	Cancelled Cheque	X	
14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	
17	Proof of Public Liability Insurance of at least R5,000,000 per incident	X	



## SECTION 6

**RFQ NUMBER: CRAC-EFQ-8726**

# Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

### IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**



Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership	% Black women ownership		% Disabled person/s ownership				
Does your company have a BEE certificate			Yes	No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent	Part time				
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			



**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

**2. VENDOR TYPE OF BUSINESS**

(Please tick as applicable)

(\* - Minimum requirements)

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

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

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

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

**2.3 Where are your operating/distribution centres situated? \***


**3. VENDOR OWNERSHIP DETAIL**

(Please tick as applicable)

(\* - Minimum requirements)

**3.1 Did the firm previously operate under another name? \***

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

**3.2 If Yes state its previous name:\***

Registered Name



Trading Name	
--------------	--

<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>	
SURNAME & INITIALS		ID NUMBERS

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.6</b>	<b>List details of firms personnel who have an ownership interest in another firm: *</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

**4. VENDOR DETAIL**

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

<b>4.1</b>	<b>How many personnel does the firm employ? *</b>					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						



<b>4.1.1</b>	In terms of above kindly provide numbers on women and disabled personnel? *					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
Women						
Disabled						

<b>4.2</b>	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *			
	<b>SURNAME</b>	<b>INITIALS</b>	<b>DESIGNATION</b>	<b>TELEPHONE NO.</b>

<b>4.2.1</b>	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?		
YES		NO	

<b>4.2.2</b>	Is your company a recipient of Enterprise Development Contributions?*		
YES		NO	

<b>4.2.3</b>	May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *		
YES		NO	

<b>4.2.4</b>	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES		NO	

<b>4.2.5</b>	If yes (above) kindly provide the following information:					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
Permanent						
Part Time						

<b>4.2.6</b>	In terms of above kindly provide numbers on woman and disabled personnel:					
	<b>BLACK</b>	<b>WHITE</b>	<b>COLOURED</b>	<b>INDIAN</b>	<b>OTHER</b>	<b>TOTAL</b>
Women						
Disabled						

<b>4.2.7</b>	Are any of your members/shareholders/directors ex employees of Transnet?		
YES		NO	

<b>4.2.8</b>	Are any of your family members employees of Transnet?		
YES		NO	

<b>4.2.9</b>	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees				
<b>SURNAME &amp; INITIALS</b>	<b>IDENTITY NUMBER</b>	<b>NAME &amp; ADDRESS OF OTHER FIRM</b>	<b>TITLE IN OTHER FIRM</b>	<b>% OWNED</b>	<b>TYPE OF BUSINESS OF OTHER FIRM</b>



Internal Transnet Departmental Questionnaire (for office use only)

**Section 1: To be completed by the Transnet Requesting / Sourcing Department**

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit a copy of the letter of award											

**a) What is being procured from the supplier?**

i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is **"NO"**, please furnish reasons :

**d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :**

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
---------	--	-----	--

**Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)**

NARROW BASED (NB)				BROADBASED (BBBEE)								
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE				
Name		Grade		Date				Signature				
				Y	Y	Y	Y	M	M	D	D	
				Y	Y	Y	Y	M	M	D	D	



## SECTION 7

### DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS

#### TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

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

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

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



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



20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.

21) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

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**SECTION 8**

**DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER  
VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS**

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

Refer Document attached hereto

"Preview Copy Only"



**SECTION 9**

**DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS**

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

**Refer Document attached hereto**

"Preview Copy Only"



## SECTION 10

### DESCRIPTION: STRESS MEASUREMENTS FOR SECTIONS UNDER VEREENIGING DEPOT FOR A PERIOD OF THREE (3) MONTHS

#### NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made the ..... day of ..... 2012

**BETWEEN:**

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number .....) whose registered office is at [.....]

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 Proposal.**

**IT IS HEREBY AGREED**

**1. Interpretation**

1.1 In this Agreement:-

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

**"Confidential Information"** means Information 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 Proposal 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:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) 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
- (iii) 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;



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

**“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;

**“Proposal”** means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

## 2. Confidential Information

2.1 The Receiving Party will treat and keep all Confidential Information 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 Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.

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

- (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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
- (ii) 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 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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.

### Records and return of Information

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.



- 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 Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
  - (ii) 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 Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

#### **4. Announcements**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal 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 [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) 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 Proposal and in complying with the terms of this Agreement.

#### **7. Representations**

- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.
- 7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

#### **8. Adequacy of damages**



- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by 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.

## 9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

## 10. General

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 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.

T



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**TRANSNET LIMITED:**

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

*[Insert company name]:*

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

"Preview Copy Only"



delivering on our commitment to you



# Suppliers Code of Conduct

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## Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- >> Transnet Procurement Policy- A guide for tenderers;
- >> Section 217 of the Constitution- the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- >> The Public Finance Management Act (PFMA);
- >> The Broad Based Black Economic Empowerment Act (BBBEE); and
- >> The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

**Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- >> Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.





- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to free and competitive enterprise.**

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.





These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

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