



TRANSNET FREIGHT RAIL
a Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC/HGR/8349

PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES
FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND
MILNEDALE - NGAGANE)

ISSUE DATE : 17 FEBRUARY 2012
BRIEFING SESSION : 22 FEBRUARY 2012
TIME : 10H00
CLOSING DATE : 28 FEBRUARY 2012
CLOSING TIME : 10H00
OPTION DATE : 30 MAY 2012
VENUE : 1 VILJOEN STREET, HEIDELBERG

FOR MORE INFORMATION AND DIRECTION CONTACT Arthur Mabina 0788616032

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

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

RFQ NUMBER: RFQ NUMBER CRAC/HGR/8349

DESCRIPTION: PROVISION – RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE
ACTIVITIES FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND MILNEDALE -
NGAGANE)

Respondent's signature

1

Date and company stamp



RFQ NUMBER CRAC/HGR/8349

**PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES
FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND
MILNEDEALE - NGAGANE)**

SCHEDULE OF DOCUMENTS

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



SECTION 1

RFQ NUMBER CRAC/HGR/8349

**PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE
ACTIVITIES FROM STANDERTON- FIRHAM, PERDEKOP –
BEECHWICK AND MILNEDEALE - NGAGANE)**

NOTICE TO BIDDERS

Refer Document attached hereto

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

On or after 17/02/2012 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21Wellington Road, Park town.

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

PLEASE BRING A VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE

NAME : Neo Sekwati
Tel : (011) 584-0635
Email : Neo.Sekwati@transnet.net

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 : RFQ NUMBER CRAC/HGR/8349

**Description: PROVISION - RAIL DE-STRESSING AND OTHER RELATED
MAINTENANCE ACTIVITIES FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK
AND MILNEDEALE - NGAGANE)**

Closing date and time : 28 February 2012 at 10h00

Closing address (refer options below)



DELIVERY INSTRUCTIONS FOR THIS RFQ:

- 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

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 28 February 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.

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 BBBEE 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).

BBBEE 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 BBBEE scorecard
 - Enterprises to provide BBBEE 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 BBBEE scorecard
- Enterprises to provide BBBEE 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 BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE 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 BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-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 BBBEE 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 BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE 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 BBBEE certificate and detailed scorecard from an accredited rating agency.

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 BBBEE 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.

DTI BBEE UNIQUE PROFILE NUMBER:

.....

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.

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 duplicate 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.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

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

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:

PHYSICAL ADDRESS:

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



SECTION 2

RFQ NUMBER CRAC/HGR/8349

**PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES
FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND
MILNEDEALE - NGAGANE)**

REQUISITION FOR QUOTATION

Refer Document attached hereto

REQUISITION FOR QUOTATION

MESSRS:
.....
.....
.....

Tel (011)
Fax (011)

ISSUE DATE 17-02-2012

CLOSING DATE 28-02-2012 (10h00)

SUPPLY CHAIN SERVICES

Contact: Neo Sekwati
Tel: 011 584 0635

Prices in South African currency, including all costs.

Direct to consignees

ITEM NO:	DESCRIPTION	QTY	Price per each
1.	As per the specification attached		
Total price			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	Various sites		
4.Contact person:	Neo Sekwati 011 584-0635		

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

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

7. BUSINESS ADJUDICATION CRITERIA:

7.1. "Order winning criteria"

7.1.1. Competitive pricing

7.2. "Technical"

7.2.1 Compliance to specification

7.2.2 Reference

7.2.3 Safety Plan

7.2.4 Compliance to Occupational Health and Safety Act

7.3. "BBBEE"

7.3.1. Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____ Date: _____



SECTION 3

RFQ NUMBER CRAC/HGR/8349

**PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE
ACTIVITIES FROM STANDERTON- FIRHAM, PERDEKOP -
BEECHWICK AND MILNE DALE - NGAGANE)**

REQUEST FOR QUOTATION ("RFQ")

RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : TRANSNET FREIGHT RAIL
1 VILJOEN STREET
HEIDELBERG

Time : 10H00

Date : 22 February 2012

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact people on sites: **Arthur Mabina 0788616032**

8.1. 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 TENDERER'S REPRESENTATIVE

DATE :

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDED PROCESS

SIGNATURE OF TENDERER: _____ **Date:** _____



REFERENCES

COMPANY INFORMATION

9. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

Tenderes are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

SIGNATURE OF TENDERER:

Date: _____



SECTION 4

RFQ NUMBER CRAC/HGR/8349

PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND MILNE DALE - NGAGANE)

1. SCOPE OF WORK

This specification covers the de-stressing of rails and related maintenance activities on the lines of the Heidelberg Infrastructure Maintenance Depot.

2. THE CONTRACT AREA

The work area will be on the Heidelberg Depot (Standerton- Firham, Perdekop – Beechwick and Milnedale - Ngagane)

3. THE WORKS INCLUDES

This specification covers the technical part of the contract for:

- ◆ De-stressing of track.
- ◆ Replacing of fastenings

Unless otherwise specified, the Contract shall include for all work associated with executing such maintenance work in accordance with generally accepted track maintenance practice and to the standards specified by Transnet's Manual for Track Maintenance (2000), Transnet's Specification for Track Welding (SSS) and E10 Specifications for Track Maintenance.

4. WORK CONDITIONS TO BE ENCOUNTERED

Material that will be encountered is as follow:

Rails: 48kg & 57kg Continuous welded rails

Sleepers: Fist: F4 & FY and Pandrol: P2 & PY

Access to the railway line is via service roads. However the condition and the existence thereof cannot be guaranteed.

5. TEMPORARY SPEED RESTRICTIONS



No temporary speed restrictions will be imposed on the work area unless need arises.

The condition of the track after completion of a day's work will be so as to allow for the safe passage of trains until work for the following day will commence. No extra time will be allowed on a normal occupation. The contractor will pay penalties, as described in TERMS APPLICABLE, for the track not being available after normal occupation has ended.

6. PROTECTION

The Contractor will provide all protection functions at the work area as required by the Track Inspector (Contracts) and according to the rules and regulations as stipulated in the Infrastructure safety guidelines.

Only after the Track Inspector/ Track Master (Contracts) has established that the protection is correctly set out by the Contractor, will he ask permission from the local operating office to commence with the occupation.

The Contractor will provide **3** trained persons for the exclusive use as protection staff per work site under occupation conditions. The protection staff has to be trained and certified by a competent person or authority. Transnet Freight Rail reserves the right to test the protection staff at random to ensure that they are working safe and correct according to the stipulated rules and regulations.

The protection staff of the Contractor will be in radio contact with their site supervisor. The radios/walkie-talkies must be reliable with sufficient power and range.

All equipment required to perform protection duties will be provided by the Contractor and allowed for in his tender rates.

7. RAIL DE-STRESSING METHODS ALLOWED

To test and evaluate the effectiveness of various rail-de-stressing methods the successful Contractor will be given a choice of methods. The Contractor will be allowed to use any approved method or combinations thereof.

This contract document covers three methods: Traditional and Rail tensors

The Contractor must clearly indicate in his tender document which rail de-stressing method will he be using.

The Contractor will be allowed to switch from one method to another. The Contractor will give the Technical Officer 7 day's written notice of his intention to alter his rail de-



stressing method. All extra costs and time related constraints as a result of switching the rail de-stressing method will be for the Contractors account.

DE-STRESSING METHOD: TRADITIONAL

The traditional method refers to the process where all actions are performed by means of manual labour i.e. all preparation actions, loosening of the track components, stress relieving/vibration of the rails and fastening of the track components. The Contractor will rely on the ambient and rail temperature to perform the de-stressing action in the correct temperature range.

DE-STRESSING METHOD: RAIL TENSORS

The rail tensor method refers to the process where almost all de-stressing related actions are performed by means of manual labour but hydraulic rail tensors will be used to compensate for the lack of rail temperature. The rails will be "stretched" to simulate temperature related expansion for a given temperature range.

8. RAIL DE-STRESSING PRINCIPLES

GENERAL DE-STRESSING PRINCIPLES

The Contactor's supervisor on site must have experience in track maintenance activities. Transnet Freight Rail reserves the right to test the supervisor to ensure that he/she will be able to perform the rail de-stressing tasks according to the specification.

The track panels to be de-stressed will be in the order of 500m to 1000m. The Contractor must indicate his expected production rate related to the chosen rail de-stressing method.

Both rails have to be de-stressed simultaneously. Fastening of the rails will be done simultaneously at all times.

Depending on the terrain all de-stressing will be done in the down grade direction.

In case of manual de-stressing the track panel will be cut at mid-length and de-stressing done from the fixed ends inwards to the rail cut.



When continuous de-stressing is done, the last de-stressed panel has to be de-stressed again for a distance of 50m or 80 sleepers whichever is the biggest and included into the adjacent panel for de-stressing. This is only applicable if the adjacent panels are not de-stressed in the same occupation.

When de-stressing curves; the rail cuts will be done on the tangent track. Should an ultrasonic defect or other type of rail defect have to be cut out, then that rail cut could be used for the de-stressing action. Other conditions might be applicable and the Contractor and Technical Officer will decide on site of the correct action to be taken.

Closure rails in the curves must be avoided. All closure rails must be inserted in the tangent track.

Under difficult situations a closure rail has to be inserted in the curve. This will be allowed on condition that:

The closure rail is pre-bend for that particular radius.

The head and side wear closely resembles the existing rail.

TEMPERATURE RANGE CONSIDERATIONS

The stress free temperature will be defined as the middle of the upper and lower limit with an allowable tolerance of $\pm 3^{\circ}\text{C}$ from the midpoint temperature and provided that the difference in stress free temperatures between the individual rails do not exceed 5°C .

In certain cases the Technical Officer will specify a temperature lower or higher than the middle temperature. This will be done in writing. The allowable tolerance will also be $\pm 3^{\circ}\text{C}$ provided that the temperature is still in the stress free temperature range and the difference in stress free temperatures between the individual rails does not exceed 5°C . If not, the applicable upper or lower limit will be then be the upper or lower allowable tolerance limit.

Special temperature ranges and track conditions are applicable to curves with a radius less than 400m. The Technical Officer will inform the Contractor of the correct temperature range and track conditions applicable to each curve.

The Contractor will have approved, accurate and reliable track thermometers evenly spaced and in continuous use during de-stressing.

Rail temperatures will be measured by placing the rail thermometer on the crown of the rail and shading it from direct sunlight. The thermometers must remain in contact with the rail for at least ten minutes before it is read.

The rail temperature must be taken at 30-minute intervals starting one hour before the start of the work.



The Contractor will keep a complete record of the de-stressing information on the T1286 (M) form.

PREPARATION WORK REQUIRED

The Contractor will complete all related maintenance tasks as described in the schedule of quantities before the rail de-stressing commences.

The vertical and horizontal alignment will be within the B-standard and the general track condition of the track to be within the A-standard before the rail de-stressing commences.

The Contractor will be allowed to do preparation work to aid productivity of the work's team. Typical preparation tasks such as boxing out of ballast or lubricating wooden sleeper fastenings can be done provided that it is done under the correct protection circumstances and confirmed with the Technical Officer. It is advisable that such preparation work will be done between trains, which do not cause additional speed restrictions.

Boxing out of the ballast must be done in such a manner that the risk for kick-outs does not increase.

LOOSENING OF THE RAIL AND FASTENINGS

On the **same day**, before the occupation commences a maximum of 1 in 3 (every fourth one) sleepers may be loosened only after protection has been put out and communicated to the local operational office.

Complete loosening of the sleepers may only take place under full occupation conditions.

Both rails will be cut at the decided cutting place. The rail ends will be placed so that the rails can move freely and not jam into opposite ends.

Loosening of the sleeper fastenings will only be done by the correct equipment, to avoid damaging the fastenings.

All fastening components that will be re-used or inserted must be properly set aside as not to get lost or damaged.

The rail will be lifted on to the rollers/de-stressing jacks from the fixed end and in the direction of the rail cut end. The rails must not touch any part of the rail structure apart from the rollers/de-stressing jacks.

The rollers/de-stressing jacks have to be approved by Transnet Freight Rail before being used in track. The rollers/de-stressing jacks will be thoroughly greased/oiled and properly maintained as to assist in the free movement of the rails.

The rollers/de-stressing jacks will be inserted at intervals not more than 9 sleepers (6m) to prevent bending of the rails and additional friction forces induced which prevent the free movement of the rails.



STRESS RELIEVING/VIBRATION OF RAIL

The rails will be vibrated by vibrators to overcome friction resistance. Vibrating and de-stressing will proceed from the fixed end to the rail cut end.

FASTENING OF THE RAIL AND TRACK COMPONENTS

After the rails have been thoroughly vibrated and de-stressed, removal of the rollers/de-stressing jacks and fastening of the sleepers will commence.

Removal of the rollers/de-stressing jacks will take place from the fixed end in the direction of the rail cut end.

Fastening of the sleepers will commence from the fixed end in the direction of the rail cut end.

The Contractor will ensure that the sleepers and fastenings are clear from ballast or other materials as not to damage the fastenings/sleepers when the rails are lowered into position.

Fastening of the sleeper fastenings will only be done by the correct equipment as not to damage them.

All sleeper fastenings will be fastened and the rail ends connected to the adjoining rails before the rail temperature goes outside the specified temperature range. If it is not possible to reconnect the rails by welding, fish-plated joints with 4 fish-bolts or joggle fishplates with 4 G-clamps will be installed.

Welding of the fish plated or joggled rail joints will be done within 48 hours.

FINALISATION OF DESTRESSED WORK AREA

After a track panel has been de-stressed and before hand over can take place the Contractor will ensure that:

All sleeper fastenings are correctly fastened.

All sleepers are correctly spaced and perpendicular to the rails.

All ballast is properly boxed in and the ballast profile conforms to the specification applicable to the particular radius or tangent track.

All track maintenance activities as specified in schedule of quantities have been completed.

-The horizontal and vertical alignment is within the A-standard.

All surplus and/or released material have been removed from the site.

9. OTHER WORK

Replacing of fastenings:



Rail pads must be replaced by jacking-up the rail, only enough to replace the pad. The Transnet Freight Rail supervisor will point out rail pads that must be replaced.

Boxing-in of the ballast to specification must be done before leaving the site.

Fastenings must be replaced using proper equipment for this job. Fastenings must be replaced by hand and tamped using poinjars.
Ballast must be boxed in to correct profiles as stipulated in the instruction book.

No ballast must be in contact with the rail and must be leveled 50mm below the bottom of the rail.

The condition of the track after completion of days work will be so as to allow for safe passage of trains until work for the following day will commence.

This condition must be ensured each day before leaving the site.

Align skew sleepers where instructed by the Technical Officer.

10. MATERIAL AND PLANT

SUPPLY OF CONSUMABLES

All material of a consumable type required to perform the work as stipulated in the schedule of quantities will be provided by the Contractor and included in his tender rates. These include:

All fuel for small plant tools and on track machines

All welding related material such as oxygen, LPG, rods, Thermit equipment, etc.

All track maintenance tools such as forks, shovels, beaters, pulling bars etc.

All tools have to be replaced as a result of normal wear and tear.

SUPPLY OF TRACK MATERIAL

All track components required for the proper execution of the rail de-stressing tasks and related maintenance activities will be supplied by Transnet Freight Rail - including Thermit portions.

The Thermit portions will be supplied to Contractor on Daily basis of Occupations including any need for fastenings and related material for execution of proper rail-de stressing works.

All surplus material or damaged material must be accounted for. Material not accounted for will be for the Contractor's account.

All surplus and unused material will be handed back to Transnet Freight Rail. Both parties will agree on the quantities before Transnet Freight Rail will accept the material.

Material lost or damaged will be replaced at the current replacement value. Adjustments in payment claims will be done accordingly.



All surplus material not used must be handed in at the depot material store.

SPECIAL ARRANGEMENT WITH CLOSURE RAILS

Closure rails will be mostly supplied as 6m lengths. This could however vary depending on the availability.

The Contractor will use the supplied closure rails as required. As far as possible all rail lengths that were cut out must be re-used as closure rails i.e. a 6m-rail put in and 5m-rail taken out. They must be rolled-over to the next work area. The application will depend on the amount of crown and side wear and the use-able length left over after all defects were cut out. Track Inspector (Contracts) will decide on site on the action to be taken.

PLANT AND EQUIPMENT

The Contractor will supply all vehicles, machinery, small plant and any mechanized on track equipment for the proper execution of the rail de-stressing actions and related maintenance activities.

The maintenance, leasing, hiring and insurance of this equipment will solely rest with the Contractor.

The Contractor will be responsible for his own arrangements with regards to the transport and safe staging of this equipment.

11. INSPECTION OF WORK

The Transnet Representative and Contract's Track master will jointly inspect the daily completed job and this should be recorded in the inspection book; the TFR Representative shall then accept or reject the work. Any work that is not accepted shall be rescheduled by the T.O to be completed at a later time.

All the above-mentioned work will be done on Total Occupations and will be arranged by TRANSNET FREIGHT RAIL.

The condition of the track after completion of a day's work will be so as to allow for the safe passage of trains until work for the following day will commence. No extra time will be allowed on a normal occupation. The contractor will pay penalties, as described in TERMS APPLICABLE, for the track not being available after normal occupation has ended.

Where no occupation or other work is made available by TRANSNET FREIGHT RAIL, **standing time will be paid.**

VISUAL INSPECTIONS



All works will be visually inspected for conformance to the applicable specifications. Should the dissatisfaction rises then the contractor will have to perform thorough tests (Radiographic test) and if defect is read, the contractor will have to repair the defects out of its account.

RANDOM TESTS

Transnet Freight Rail reserves the right to do additional random tests as specified in this document to ensure that the standard of workmanship is according to the specifications.

The random tests include any visual tests.

The Contractor will repair any work performed that was detected by the random tests that are still outside the specified parameters.

Depending on the urgency the Contractor will be instructed to repair the defects:

- Immediately
- Within 48 hours
- Within the guarantee period

12. THE CONTRACT PERIOD

The contract period shall be 20 days

The T.O and the Contractor will agree on the preliminary program of execution of the work.

In the event that the Contractor proves not to be performing the works in accordance with the Contract, Transnet reserves the right to cancel the contract prematurely and with immediate effect.

13. QUALITY CONTROL

The Track Master (TFR) will be responsible for the measurement of work to be done and completed and will also be responsible for the quality control of contractor.

Work not conforming to the standard specifications will be rejected and recorded in the site instruction book. Repair of these works will be for the account of the contractor. The contractor will indicate in the site instruction book when these works will be repaired in order for the necessary occupations to be arranged by the Technical Officer. In the event of the contractor being delayed while doing repair work to sub standard work, no claim for standing time will be accepted.

No basic training will be permitted on the track. If required, training can be provided and arranged at Esselen Park for the account of the contractor

14. WELDING WORK

All welding and grinding activities to be done in accordance with:



- SSS7-Wheel spin burns (Skid marks)
- SSS11-Exothermic welding of rails
- E10/7 (1996): Field welding of rail joints

Only qualified welders will be allowed to perform any welding or grinding work on Spoornet property.

All welders to be trained and certified by a recognized authority for their competency.

Transnet reserves the right to test any welder after consultation with the Contractor to ensure that they are working according to specification.

Proper fire fighting and fire prevention equipment must be supplied by the Contractor to prevent fires at all times.

When conditions are unfavourable for welding and grinding activities i.e. high winds or rainstorms then alternative work will be done. The Contractor will record such an event and alternative work will be discussed with the Technical Officer.

EXOTHERMIC WELDING

All rail joints will be cut by a disc cutter and will be polished to a shining metal finish with a grinding disc before the Thermit welding process commences.

All Thermit welds will be tested (Radiographic tests) by the Contractor.

The Contractor will replace all Thermit welds rejected. All material associated to repair a Thermit weld cut-out will be for the Contractor's account.

All Thermit welds will be inspected and stamped. The Thermit weld information as described in specification E10/7 (1996): Field welding of rail joints must be handed over to the Technical Officer in writing.

The Contractor's welder must stamp all Thermit welds with an identification code and a Thermit weld number.

All Thermit welds to be positioned in the middle of two adjacent sleepers. If not possible the sleepers have to be re-spaced to provide a near mid span position of the Thermit weld.

All Thermit welds must be ground to conform to the running line's wear pattern.

All Thermit welds must be thoroughly tamped before and after final grinding.

CLEARING OF WORK AREAS

The Contractor will ensure that all work areas are cleared of all material, packaging material, tools, scrap material and other items associated with the work.

15. GUARANTEE PERIOD



The Contractor will guarantee the work performed for a period of 3 months after the final hand over.

The Contractor at his costs will repair any defects arising in the guarantee period as a result of poor workmanship.

SPECIFICATIONS

The following Specifications shall apply to this contract.

- ◆ The General Conditions of Contract E5 (M.W.)
- ◆ Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment E7/1 (July 1998)
- ◆ Specification for Railway Trackwork E10 (1996)
- ◆ Spoornet Safety guidelines for Infrastructure (April 2000)
- ◆ Spoornet's Manual for Track Maintenance
- ◆ Spoornet's Specifications for Track Welding (SSS)

16. SAFETY

The contractor shall comply with the requirements of the safety legislation and regulations in all respects

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 Spoornet 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.

The contractor will be responsible to adhere to the safety clauses of Act 85 of 1993 as applicable on the type of work being performed. Cleaning of site by contractor is appropriate.

The contractor will issue all workers employed by him with the necessary protection clothing applicable to the type of work being performed.

17. PENALTIES

If an occupation is exceeded due to breakdown time or a substandard production rate of the Contractor's staff, vehicles, equipment or machinery, a penalty amounting to R600 per hour for every hour or part of an hour with which the occupation is exceeded shall apply.

If the contract is not completed on or before the completion date as per Clause 12 a penalty of R1500 per day shall apply for each day or part thereof on which the presence or involvement of Spoornet personnel is required for the execution of the work by the Contractor.

18. HANDING OVER OF WORKPLACES

Handing over of workplaces will be done as soon as the work has been satisfactorily completed.



Handing over inspections will be convened on an ad-hoc basis as agreed by the Engineer and the contractor.

The hand over certificate that is included in this document will be completed by the Engineer and certified by the Contractor as correct and sent together with the relevant pages of the site diary to the office of the Depot Engineer for payment.

It is the duty of the Contractor to send a copy of the hand over certificate that has been certified as correct by the Engineer, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

19. SITE BOOKS

The contractor will provide a site instruction book on site for the duration of the contract.

The site instruction book will be used by the T.O. for issuing instructions to the Contractor as well as a daily diary.

In the daily diary the contractor will record a detailed description of the work done on a daily basis.

This book will not be removed from the site without the permission of the T.O.

20. PROVISION OF COMMUNICATION

The Contractor will ensure that the supervisor on site has a cell phone for communication purposes.

21. SITE MEETINGS

The contractor will attend all site meetings covered by the Engineer. Such meetings will be for the purpose of discussing progress, delays, materials, conditions, specifications, etc. The meeting will be held under the chairmanship of the T.O. Delays, if any, to the approved works program will be minute or otherwise recorded as "Nil".



SCHEDULE OF QUANTITIES

Section1

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1. DESTRESSING OF TRACK				
1.1 Standerton to Firham, Perdekop to beech wick and Milendale to Ngagane	30	KM		
1.2 CASTING OF THERMIT JOINTS	60	JOINTS		
1.3 EXOTHERMIT TESTS	60	JOINTS		

Note: The quantities given are provisional and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, on the sole discretion of the Engineer

Section 2: General

PROVISIONAL ITEMS (RATES ONLY)

Item No.	Type	Location	Description	Unit	Rate	Amount
2.1	Equipped team		Normal time for labourer	Per Hour		Rate only
2.2	Equipped team		Normal time for Flagman	Per Hour		Rate only
2.3	Equipped team		Normal time for track master	Per Hour		Rate only
2.4			Normal time for welders	Per hour		Rate only

PROVISIONAL ITEMS (RATES ONLY)

Item No.	Type	Location	Description	Unit	Rate	Amount
3.1	Equipped team		Over/ Saturday time for labourer	Per Hour		Rate only
3.2	Equipped team		Over/ Saturday time for Flagman	Per Hour		Rate only
3.3	Equipped team		Over/Saturday time for track master	Per Hour		Rate only
3.4	Equipped team		Over/Saturday time for welders	Per hour		Rate only



PROVISSIONAL ITEMS (RATES ONLY)

Item No.	Type	Location	Description	Unit	Rate	Amount
4.1	Equipped team		Sunday time for labourer	Per Hour		Rate only
4.2	Equipped team		Sunday time for Flagman	Per Hour		Rate only
4.3	Equipped team		Sunday time for track master	Per Hour		Rate only
4.4	Equipped team		Sunday time for welders	Per hour		Rate only

SUMMARY OF PRICES

TOTAL FOR SCHEDULE OF QUANTITIES	R
14% VAT	R
TOTAL FOR TENDER	R



22. SCOPE OF WORK

This specification covers the de-stressing of rails and related maintenance activities on the lines of the Heidelberg Infrastructure Maintenance Depot.

23. THE CONTRACT AREA

The work area will be on the Heidelberg Depot (Perdekop- Hattingspruit)

24. THE WORKS INCLUDES

This specification covers the technical part of the contract for:

- ◆ De-stressing of track.
- ◆ Replacing of fastenings

Unless otherwise specified, the Contract shall include for all work associated with executing such maintenance work in accordance with generally accepted track maintenance practice and to the standards specified by Transnet's Manual for Track Maintenance (2000), Transnet's Specification for Track Welding (SSS) and E10 Specifications for Track Maintenance.

25. WORK CONDITIONS TO BE ENCOUNTERED

Material that will be encountered is as follow:

Rails: 48kg & 57kg Continuous welded rails

Sleepers: Fist: F4 & FY and Pandrol: P2 & PY

Access to the railway line is via service roads. However the condition and the existence thereof cannot be guaranteed.

26. TEMPORARY SPEED RESTRICTIONS

No temporary speed restrictions will be imposed on the work area unless need arises.

The condition of the track after completion of a day's work will be so as to allow for the safe passage of trains until work for the following day will commence. No extra time will be allowed on a normal occupation. The contractor will pay penalties, as described in TERMS APPLICABLE, for the track not being available after normal occupation has ended.



27. PROTECTION

The Contractor will provide all protection functions at the work area as required by the Track Inspector (Contracts) and according to the rules and regulations as stipulated in the Infrastructure safety guidelines.

Only after the Track Inspector/ Track Master (Contracts) has established that the protection is correctly set out by the Contractor, will he ask permission from the local operating office to commence with the occupation.

The Contractor will provide **3** trained persons for the exclusive use as protection staff per work site under occupation conditions. The protection staff has to be trained and certified by a competent person or authority. Transnet Freight Rail reserves the right to test the protection staff at random to ensure that they are working safe and correct according to the stipulated rules and regulations.

The protection staff of the Contractor will be in radio contact with their site supervisor. The radios/walkie-talkies must be reliable with sufficient power and range.

All equipment required to perform protection duties will be provided by the Contractor and allowed for in his tender rates.

28. RAIL DE-STRESSING METHODS ALLOWED

To test and evaluate the effectiveness of various rail-de-stressing methods the successful Contractor will be given a choice of methods. The Contractor will be allowed to use any approved method or combinations thereof.

This contract document covers three methods: Traditional and Rail tensors

The Contractor must clearly indicate in his tender document which rail de-stressing method will he be using.

The Contractor will be allowed to switch from one method to another. The Contractor will give the Technical Officer 7 day's written notice of his intention to alter his rail de-stressing method. All extra costs and time related constraints as a result of switching the rail de-stressing method will be for the Contractors account.

DE-STRESSING METHOD: TRADITIONAL

The traditional method refers to the process where all actions are performed by means of manual labour i.e. all preparation actions, loosening of the track components, stress



relieving/vibration of the rails and fastening of the track components. The Contractor will rely on the ambient and rail temperature to perform the de-stressing action in the correct temperature range.

DE-STRESSING METHOD: RAIL TENSORS

The rail tensor method refers to the process where almost all de-stressing related actions are performed by means of manual labour but hydraulic rail tensors will be used to compensate for the lack of rail temperature. The rails will be “stretched” to simulate temperature related expansion for a given temperature range.

29. RAIL DE-STRESSING PRINCIPLES

GENERAL DE-STRESSING PRINCIPLES

The Contactor’s supervisor on site must have experience in track maintenance activities. Transnet Freight Rail reserves the right to test the supervisor to ensure that he/she will be able to perform the rail de-stressing tasks according to the specification.

The track panels to be de-stressed will be in the order of 500m to 1000m. The Contractor must indicate his expected production rate related to the chosen rail de-stressing method.

Both rails have to be de-stressed simultaneously. Fastening of the rails will be done simultaneously at all times.

Depending on the terrain all de-stressing will be done in the down grade direction.

In case of manual de-stressing the track panel will be cut at mid-length and de-stressing done from the fixed ends inwards to the rail cut.

When continuous de-stressing is done, the last de-stressed panel has to be de-stressed again for a distance of 50m or 80 sleepers whichever is the biggest and included into the adjacent panel for de-stressing. This is only applicable if the adjacent panels are not de-stressed in the same occupation.

When de-stressing curves; the rail cuts will be done on the tangent track. Should an ultrasonic defect or other type of rail defect have to be cut out, then that rail cut could be used for the de-stressing action. Other conditions might be applicable and the Contractor and Technical Officer will decide on site of the correct action to be taken.



Closure rails in the curves must be avoided. All closure rails must be inserted in the tangent track.

Under difficult situations a closure rail has to be inserted in the curve. This will be allowed on condition that:

The closure rail is pre-bend for that particular radius.

The head and side wear closely resembles the existing rail.

TEMPERATURE RANGE CONSIDERATIONS

The stress free temperature will be defined as the middle of the upper and lower limit with an allowable tolerance of $\pm 3^{\circ}\text{C}$ from the midpoint temperature and provided that the difference in stress free temperatures between the individual rails do not exceed 5°C .

In certain cases the Technical Officer will specify a temperature lower or higher than the middle temperature. This will be done in writing. The allowable tolerance will also be $\pm 3^{\circ}\text{C}$ provided that the temperature is still in the stress free temperature range and the difference in stress free temperatures between the individual rails does not exceed 5°C . If not, the applicable upper or lower limit will then be the upper or lower allowable tolerance limit.

Special temperature ranges and track conditions are applicable to curves with a radius less than 400m. The Technical Officer will inform the Contractor of the correct temperature range and track conditions applicable to each curve.

The Contractor will have approved, accurate and reliable track thermometers evenly spaced and in continuous use during de-stressing.

Rail temperatures will be measured by placing the rail thermometer on the crown of the rail and shading it from direct sunlight. The thermometers must remain in contact with the rail for at least ten minutes before it is read.

The rail temperature must be taken at 30-minute intervals starting one hour before the start of the work.

The Contractor will keep a complete record of the de-stressing information on the T1286 (M) form.

PREPARATION WORK REQUIRED

The Contractor will complete all related maintenance tasks as described in the schedule of quantities before the rail de-stressing commences.



The vertical and horizontal alignment will be within the B-standard and the general track condition of the track to be within the A-standard before the rail de-stressing commences.

The Contractor will be allowed to do preparation work to aid productivity of the work's team. Typical preparation tasks such as boxing out of ballast or lubricating wooden sleeper fastenings can be done provided that it is done under the correct protection circumstances and confirmed with the Technical Officer. It is advisable that such preparation work will be done between trains, which do not cause additional speed restrictions.

Boxing out of the ballast must be done in such a manner that the risk for kick-outs does not increase.

LOOSENING OF THE RAIL AND FASTENINGS

On the **same day**, before the occupation commences a maximum of 1 in 3 (every fourth one) sleepers may be loosened only after protection has been put out and communicated to the local operational office.

Complete loosening of the sleepers may only take place under full occupation conditions.

Both rails will be cut at the decided cutting place. The rail ends will be placed so that the rails can move freely and not jam into opposite ends.

Loosening of the sleeper fastenings will only be done by the correct equipment, to avoid damaging the fastenings.

All fastening components that will be re-used or inserted must be properly set aside as not to get lost or damaged.

The rail will be lifted on to the rollers/de-stressing jacks from the fixed end and in the direction of the rail cut end. The rails must not touch any part of the rail structure apart from the rollers/de-stressing jacks.

The rollers/de-stressing jacks have to be approved by Transnet Freight Rail before being used in track. The rollers/de-stressing jacks will be thoroughly greased/oiled and properly maintained as to assist in the free movement of the rails.

The rollers/de-stressing jacks will be inserted at intervals not more than 9 sleepers (6m) to prevent bending of the rails and additional friction forces induced which prevent the free movement of the rails.

STRESS RELIEVING/VIBRATION OF RAIL

The rails will be vibrated by vibrators to overcome friction resistance. No hammering of the rails will be allowed. Vibrating and de-stressing will proceed from the fixed end to the rail cut end.

FASTENING OF THE RAIL AND TRACK COMPONENTS



After the rails have been thoroughly vibrated and de-stressed, removal of the rollers/de-stressing jacks and fastening of the sleepers will commence.

Removal of the rollers/de-stressing jacks will take place from the fixed end in the direction of the rail cut end.

Fastening of the sleepers will commence from the fixed end in the direction of the rail cut end.

The Contractor will ensure that the sleepers and fastenings are clear from ballast or other materials as not to damage the fastenings/sleepers when the rails are lowered into position.

Fastening of the sleeper fastenings will only be done by the correct equipment as not to damage them.

All sleeper fastenings will be fastened and the rail ends connected to the adjoining rails before the rail temperature goes outside the specified temperature range. If it is not possible to reconnect the rails by welding, fish-plated joints with 4 fish-bolts or joggle fishplates with 4 G-clamps will be installed.

Welding of the fish plated or joggled rail joints will be done within 48 hours.

FINALISATION OF DESTRESSED WORK AREA

After a track panel has been de-stressed and before hand over can take place the Contractor will ensure that:

All sleeper fastenings are correctly fastened.

All sleepers are correctly spaced and perpendicular to the rails.

All ballast is properly boxed in and the ballast profile conforms to the specification applicable to the particular radius or tangent track.

All track maintenance activities as specified in schedule of quantities have been completed.

-The horizontal and vertical alignment is within the A-standard.

All surplus and/or released material have been removed from the site.

30. OTHER WORK

REPLACING OF SLEEPERS AND SLEEPER FASTENINGS

Replacing of sleepers:

Sleepers and fastenings to be replaced will be pointed out by Technical Officer or a person acting on his behalf. Sleeper spacing must be 700mm or 650mm. Sleepers must be replaced by hand and tamped using poinjars.

The ballast must be boxed out up to formation level and boxed back in and neatly trimmed by the contractor. No ballast must be in contact with the rail and must be leveled 50mm below the bottom of the rail. When work is done between trains, ensure that at least 8 sleepers on both sides of any sleepers being removed must be fully packed and boxed in.

The new sleepers must not be placed higher than the original removed sleepers. Released sleepers must be neatly stacked at a safe distance from the track for easy removal by the



Transnet Freight Rail. The contractor must place released sleeper pins and pads in either bags or drums and remove it from site. All released pins and pads must be tied up in bundles for removal by the contractor. New sleepers must not be placed higher than the original removed sleepers.

Removed sleepers must be placed clear off the structure gauge. The condition of the track after completion of days work will be so as to allow for safe passage of trains until work for the following day will commence.

Replacing of fastenings:

Ballast must be boxed out to the bottom of the sleeper. Loosen the fastening. When work is done between trains, ensure that at least every 4th fist spring or pandrol clips are still secured. This will provide the necessary gauge for trains to pass safely.

Rail pads must be replaced by jacking-up the rail, only enough to replace the pad. The Transnet Freight Rail supervisor will point out rail pads that must be replaced.

Boxing-in of the ballast to specification must be done before leaving the site.

Fastenings must be replaced using proper equipment for this job. Fastenings must be replaced by hand and tamped using poinjars. Ballast must be boxed in to correct profiles as stipulated in the instruction book.

No ballast must be in contact with the rail and must be leveled 50mm below the bottom of the rail.

The contractor must place released sleeper pins in either bags or drums and remove it from site. All released sleeper fastenings must be tied up in bundles of ten each for removal by the contractor.

The condition of the track after completion of days work will be so as to allow for safe passage of trains until work for the following day will commence.

This condition must be ensured each day before leaving the site. If alignment deteriorates due to traffic over night, the area must be re-aligned and tamped before the next days work can commence.

Align skew sleepers where instructed by the Technical Officer.

31. MATERIAL AND PLANT

SUPPLY OF CONSUMABLES

All material of a consumable type required to perform the work as stipulated in the schedule of quantities will be provided by the Contractor and included in his tender rates. These include:

All fuel for small plant tools and on track machines

All welding related material such as oxygen, LPG, rods, Thermit equipment, etc.

All track maintenance tools such as forks, shovels, beaters, pulling bars etc.



All tools that have to be replaced as a result of normal wear and tear.
Contractor must supply at least 40 laborers, trackman and welders.

SUPPLY OF TRACK MATERIAL

All track components required for the proper execution of the rail de-stressing tasks and related maintenance activities will be supplied by Transnet Freight Rail - including thermit portions.

All rails and sleepers will be available on site. Sleeper fastenings must be collected at Heidelberg Material Depot.

The cost to collect and transport the material from the warehouse to the work site must be included in the Contractor's tender rates.

All surplus material or damaged material must be accounted for. Material not accounted for will be for the Contractor's account.

All released material such as sleepers, fastenings, fish-plates, bolts and washers must be removed from the workplace on the same day work was completed. The Transnet Freight Rail representative will indicate where the released material should be taken.

All surplus and unused material will be handed back to Transnet Freight Rail. Both parties will agree on the quantities before Transnet Freight Rail will accept the material.

Material lost or damaged will be replaced at the current replacement value. Adjustments in payment claims will be done accordingly.

All surplus material not used must be handed in at the depot material store.

SPECIAL ARRANGEMENT WITH CLOSURE RAILS

Closure rails will be mostly supplied as 6m lengths. This could however vary depending on the availability.

The Contractor will use the supplied closure rails as required. As far as possible all rail lengths that were cut out must be re-used as closure rails i.e. a 6m-rail put in and 5m-rail taken out. They must be rolled-over to the next work area. The application will depend on the amount of crown and side wear and the use-able length left over after all defects were cut out. Track Inspector (Contracts) will decide on site on the action to be taken.

PLANT AND EQUIPMENT

The Contractor will supply all vehicles, machinery, small plant and any mechanized on track equipment for the proper execution of the rail de-stressing actions and related maintenance activities.



The maintenance, leasing, hiring and insurance of this equipment will solely rest with the Contractor.

The Contractor will be responsible for his own arrangements with regards to the transport and safe staging of this equipment.

32. INSPECTION OF WORK

The T.O. and Supervisor will jointly inspect the previous day's work that has been completed and the T.O shall then accept or reject the work. Any work that is not accepted shall be rescheduled by the T.O to be completed at a later time.

All the above-mentioned work will be done on "total train" occupations and will be arranged by TRANSNET FREIGHT RAIL.

The condition of the track after completion of a day's work will be so as to allow for the safe passage of trains until work for the following day will commence. No extra time will be allowed on a normal occupation. The contractor will pay penalties, as described in TERMS APPLICABLE, for the track not being available after normal occupation has ended.

Where no occupation or other work is made available by TRANSNET FREIGHT RAIL, standing time will be paid.

VISUAL INSPECTIONS

All work will be visually inspected for conformance to the applicable specifications.

VISUAL TESTING OF THERMIT WELDS

All work will be visually inspected for conformance to the applicable specifications.

RADIGRAPHIC TESTING OF THERMIT WELDS

If any doubt exists with regards to the integrity/quality of the Thermit welds then Radiographic testing will be used to determine the quality of the weld.

Transnet Freight Rail will Radiographic test a sample of Thermit welds in addition to those that were borderline cases.

Transnet Freight Rail will pay for the costs of the Radiographic testing.

All thermit welds rejected will be cut out by the Contractor and the rail repaired by another thermit weld and/or a closure rail. All costs and material required to repair a rejected thermit weld will be for the Contractor's account.

RANDOM TESTS

Transnet Freight Rail reserves the right to do additional random tests as specified in this document to ensure that the standard of workmanship is according to the specifications.



The random tests include any visual, ultrasonic, X-ray, Gamma-ray, lifting frame stress measurements or any physical measurements taken.

The Contractor will repair any work performed that was detected by the random tests that are still outside the specified parameters.

Depending on the urgency the Contractor will be instructed to repair the defects:

- Immediately
- Within 48 hours
- Within the guarantee period

33. THE CONTRACT PERIOD

The contract period shall be 3 months

The T.O and the Contractor will agree on the preliminary program of execution of the work.

In the event that the Contractor proves not to be performing the works in accordance with the Contract, Spoornet reserves the right to cancel the contract prematurely and with immediate effect.

34. QUALITY CONTROL

The T.O will be responsible for the measurement of work to be done and completed and will also be responsible for the quality control of contractor.

Work not conforming to the standard specifications will be rejected and recorded in the site instruction book. Repair of these works will be for the account of the contractor. The contractor will indicate in the site instruction book when these works will be repaired in order for the necessary occupations to be arranged by the Engineer. In the event of the contractor being delayed while doing repair work to sub standard work, no claim for standing time will be accepted.

No basic training will be permitted on the track. If required, training can be provided and arranged at Esselenpark for the account of the contractor

35. WELDING WORK

All welding and grinding activities to be done in accordance with:

- SSS7-Wheel spin burns (Skid marks)
- SSS11-Exothermic welding of rails
- E10/7 (1996): Field welding of rail joints

Only qualified welders will be allowed to perform any welding or grinding work on Spoornet property.

All welders to be trained and certified by a recognized authority for their competency.



Spoornet reserves the right to test any welder after consultation with the Contractor to ensure that they are working according to specification.

Proper fire fighting and fire prevention equipment must be supplied by the Contractor to prevent fires at all times.

When conditions are unfavourable for welding and grinding activities i.e. high winds or rainstorms then alternative work will be done. The Contractor will record such an event and alternative work will be discussed with the Technical Officer.

EXOTHERMIC WELDING

All rail joints will be cut by a disc cutter and will be polished to a shining metal finish with a grinding disc before the Thermit welding process commences.

All Thermit welds will be tested (Radiographic tests) by the Contractor.

The Contractor will replace all Thermit welds rejected. All material associated to repair a Thermit weld cut-out will be for the Contractor's account.

All Thermit welds will be inspected and stamped. The Thermit weld information as described in specification E10/7 (1996): Field welding of rail joints must be handed over to the Technical Officer in writing.

The Contractor's welder must stamp all Thermit welds with an identification code and a Thermit weld number.

All Thermit welds to be positioned in the middle of two adjacent sleepers. If not possible the sleepers have to be re-spaced to provide a near mid span position of the Thermit weld.

All Thermit welds must be ground to conform to the running line's wear pattern.

All Thermit welds must be thoroughly tamped before and after final grinding.

An estimated 320 joints will be cast.

CLEARING OF WORK AREAS

The Contractor will ensure that all work areas are cleared of all material, packaging material, tools, scrap material and other items associated with the work.

36. GUARANTEE PERIOD

The Contractor will guarantee the work performed for a period of 3 months after the final hand over.

The Contractor at his costs will repair any defects arising in the guarantee period as a result of poor workmanship.

37. SPECIFICATIONS

The following Specifications shall apply to this contract.



- ◆ The General Conditions of Contract E5 (M.W.)
- ◆ Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment E7/1 (July 1998)
- ◆ Specification for Railway Trackwork E10 (1996)
- ◆ Spoornet Safety guidelines for Infrastructure (April 2000)
- ◆ Spoornet's Manual for Track Maintenance
- ◆ Spoornet's Specifications for Track Welding (SSS)

38. SAFETY

The contractor shall comply with the requirements of the safety legislation and regulations in all respects

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 Spoornet 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 Spoornet.

The contractor will be responsible to adhere to the safety clauses of Act 85 of 1993 as applicable on the type of work being performed.

The contractor will issue all workers employed by him with the necessary protection clothing applicable to the type of work being performed.

39. PENALTIES

If an occupation is exceeded due to breakdown time or a substandard production rate of the Contractor's staff, vehicles, equipment or machinery, a penalty amounting to R600 per hour for every hour or part of an hour with which the occupation is exceeded shall apply.

If the contract is not completed on or before the completion date as per Clause 12 a penalty of R1500 per day shall apply for each day or part thereof on which the presence or involvement of Spoornet personnel is required for the execution of the work by the Contractor.

40. HANDING OVER OF WORKPLACES

Handing over of workplaces will be done as soon as the work has been satisfactorily completed.

Handing over inspections will be convened on an ad-hoc basis as agreed by the Engineer and the contractor.

The hand over certificate that is included in this document will be completed by the Engineer and certified by the Contractor as correct and sent together with the relevant pages of the site diary to the office of the Depot Engineer for payment.



It is the duty of the Contractor to send a copy of the hand over certificate that has been certified as correct by the Engineer, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

41. SITE BOOKS

The contractor will provide a site instruction book on site for the duration of the contract.

The site instruction book will be used by the T.O. for issuing instructions to the Contractor as well as a daily diary.

In the daily diary the contractor will record a detailed description of the work done on a daily basis.

This book will not be removed from the site without the permission of the T.O.

42. PROVISION OF COMMUNICATION

The Contractor will ensure that the supervisor on site has a cell phone for communication purposes.

43. SITE MEETINGS

The contractor will attend all site meetings covered by the Engineer. Such meetings will be for the purpose of discussing progress, delays, materials, conditions, specifications, etc. The meeting will be held under the chairmanship of the T.O. Delays, if any, to the approved works program will be minute or otherwise recorded as "Nil".



SCHEDULE OF QUANTITIES

Section1

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1. DESTRESSING OF TRACK				
1.1 PERDEKOP TO HATTINGSPRUIT	100	KM		

Note: The quantities given are provisional and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, on the sole discretion of the Engineer

Section 2: General(estimated: 528 hours in a three months period per eight hours daily on 10/4 shift)

Item No.	Type	Location	Description	Unit	Quantity	Rate	Amount
2.1	Equipped team		Normal rate for use of labour	Hour	40		
2.2	Equipped team		Flagman	Hour	3		
2.3	Equipped team		trackman	Hour	1		
2.4			Welders	Joint	320		

SUMMARY OF PRICES

TOTAL FOR SCHEDULE OF QUANTITIES	R
14% VAT	R
TOTAL FOR TENDER	R



SECTION 5

RETURNABLE DOCUMENTS

Refer Document attached hereto

C.1.Returnable Schedules / Documents required for tender evaluation purposes (By e.g.

	Returnable Schedules / Documents	YES/NO/N/A
1	Certificate Of Authority For Joint Ventures (Where Applicable	x
2	Schedule of the Tenderers Experience	x
3	Certificate of Attendance at Clarification Meeting	X
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

SIGNATURE OF TENDERER:

Date: _____



SECTION 6

RFQ NUMBER CRAC/HGR/8349

PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND MILNE DALE - NGAGANE

SUPPLIER DECLARATION FORM

Refer Document attached hereto

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 BBEE 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 BBEE level based on any 4 of the 7 elements of the BBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBEE 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 BBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBEE 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)			

BEE Ownership Details			
% Black Ownership		% Black women 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	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
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 <R0.3 m	>R0.3 m <R1m	>R1m <R5m	>R6m <R10m	>R11 m <R15 m	>R16 m <R25 m	>R26 m <R30 m	>R31 m <R34 m	>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	

3.3 Who were its previous owners / partners / directors?*

SURNAME & INITIALS	ID NUMBERS

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS-ABLED	GENDE R	DATE OF OWNERSHIP	% OWN ED	% VOTIN G

3.5 List details of current directors, officers, chairman, secretary etc.

of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS-ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6 List details of firms personnel who have an ownership interest in

another firm: *

SURNAME	IDENTITY NUMBER	NAME & ADDRESS OF	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS



& INITIALS	OTHER FIRM				OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable)

(* - Minimum requirements)

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled pe

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 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	
-----	--	----	--

4.2.2 Is your company a recipient of Enterprise Development Contributions?*

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

4.2.3 May the above mentioned information be shared and included in Transnet Supp Database for future reference? *

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



4.2.4 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	
-----	--	----	--

4.2.5 If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6 In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7 Are any of your members/shareholders/directors ex employees of Transnet?

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

4.2.8 Are any of your family members employees of Transnet?

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

4.2.9 If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

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
Creat	Amen	Block	Unbloc	Once-Off / Emergency	
Exten	Delete	Undel			

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

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

NARROW BASED (NB)				BROADBASED (BBBEE)					
BEE O/S	BWBE	DPE	MR	CONTB. 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

RFQ NUMBER CRAC/HGR/8349

PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND MILNEDEALE – NGAGANE

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



SECTION 8

RFQ NUMBER CRAC/HGR/8349

**PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES
FROM STANDERTON- FIRHAM, PERDEKOP – BEECHWICK AND MILNEDALE -
NGAGANE**

GENERAL TERMS AND CONDITIONS (CSS5 – SERVICES)

Refer Document attached hereto

Preview Copy Only



SECTION 9

RFQ NUMBER CRAC/HGR/8349

**PROVISION - RAIL DE-STRESSING AND OTHER RELATED
MAINTENANCE ACTIVITIES FROM STANDERTON- FIRHAM,
PERDEKOP – BEECHWICK AND MILNEDEALE - NGAGANE**

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

Preview Copy Only



SECTION 10

RFQ NUMBER CRAC/HGR/8349

**PROVISION - RAIL DE-STRESSING AND OTHER RELATED MAINTENANCE ACTIVITIES
FROM STANDERTON- FIRHAM, PERDEKOP-BEECHWICK AND MILNEDALE -
NGAGANE**

Refer Document attached hereto

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th 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
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 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.

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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

TRANSNET



delivering on our commitment to you

Suppliers Code of Conduct



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 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**



Preview Copy Only